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## The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 11, 1888.

## CURRENT TOPICS.

IT WILL BE OBSERVED that the Land Transfer Bill is humorously described in the Queen's Speech as "proposals for cheapening the transfer of land." If rumour speaks truly, the new edition of the Bill differs widely, both in form, and in some respects in substance, from the crude measure of last session.

THE MEETING of the associated provincial law societies on the Land Transfer Bill has been fixed for the 21st inst., and it is probable that the conference which has been arranged between the Council of the Incorporated Law Society and the representatives of the country law societies will be held on the following day.

WE UNDERSTAND that the Council of the Incorporated Law Society intend to support a memorial about to be presented to the judges by the Victoria University, that certain of the examinations of that university should exempt from the Preliminary Examination, and shorten the term of service under articles of clerkship.

MR. JUSTICE NORTH, who has not, as yet, heard any witness actions during the present sittings, has announced his intention to begin hearing such actions on Monday, the 20th inst., by which time he expects to have disposed of the heavy list of adjourned summonses which has hitherto taken up the principal part of his time in court. A list of the first cases to be heard will be published at an early date.

IN THE COURSE of the hearing of a motion on Friday week, Mr. Justice North asked for a copy of the notice of motion. The counsel for the moving party replied, that he was informed that the costs of a copy of a notice of motion for the use of the judge would not be allowed on taxation. Mr. Justice North said that that was not so, and he desired it to be understood that in future, in any case in which a copy of the notice of motion was not furnished for his own use, he should decline to hear the motion. It was extremely inconvenient that the judge should be compelled to borrow a copy from counsel.

IT IS DESIRABLE to call attention to an important decision of the Court of Appeal in *Kelly & Co. v. Kellond; Thomas, claimant*, a report of which appears in another column. The Court of Appeal decided that a bill of sale which assigns after-acquired property in addition to the goods specifically described in the schedule is void under section 9 of the Bills of Sale Act, 1882, as not being in accordance with the form. In *Roberts v. Roberts* (32 W. R. 605) the Court of Appeal intimated an opinion

that a somewhat similar clause did not render the bill of sale void under section 9, but subsequently to the decision in that case *Ex parte Stanford* was decided, which laid down a rule of construction applicable to all cases. The court have now held that, according to the rule so laid down, the clause as to the after-acquired property rendered the bill of sale void. Inasmuch as numerous bills of sale have been similarly framed, owing to the decision in *Roberts v. Roberts*, and as section 9 renders a bill of sale void even as between grantor and grantee, it is evident that the present decision is of very great moment.

WE ARE GLAD that our repeated efforts have at last succeeded in inducing two solicitors who advocate amalgamation to come forth and let us hear their statement of the case. As we remarked a fortnight ago, we are anxious that the question should be threshed out from the point of view of the interest of solicitors, and, although we cannot say that one of our correspondents observes the limitation on discussion we ventured to suggest, we print both letters as received. How Mr. KIMBER can suggest that we should be likely to refuse to publish letters which week after week we have asked for, we are at a loss to imagine. Our strong desire is that both sides of the question should be fairly and fully placed before our readers. We may observe that the arguments which may be adduced in favour of our correspondents' view are not exhausted by their letters; and, before dealing with their reasons, we deem it desirable to wait until the discussion is rather more complete. Mr. KIMBER's quaint proposal that a fusion tournament should be held "before any average meeting of electors in this country" illustrates very well the difficulty there is in getting people to keep to the point. The question of the public interest is, of course, most important, but that is not the matter on which we have solicited discussion. The point we want to have canvassed, we may repeat again, is solely whether amalgamation will be to the interest of the present generation of solicitors.

THE CASE OF *Slater v. Slater*—the Chancery forgery case—has taken a turn not altogether unexpected. As we have already pointed out (*ante*, p. 199), the Treasury did not dispute its liability to refund the money paid out under forged orders, provided the forgeries could be strictly proved. This, when the case came on for hearing last Saturday, there was no difficulty in doing. The law officers, however, thought they had found a scapegoat in LIDIARD, the solicitor employed by BOWDEN to get the money out of court, and the Solicitor-General applied for an order against him to refund it to the Treasury, on the ground that he had been instrumental, though innocently, in the success of the fraud. The same reason would also apply, apparently, to all the officials who were, one after the other, imposed upon by the forged documents. But, fortunately, Mr. Justice KAY found a better reason than this for making him liable. He commented, indeed, on his unprofessional dealings and his transactions with the supposed penniless governess. But clearly none of these were grounds for making him liable at the suit of the Crown. More plausible was the argument adopted by the court. Upon receiving the money from the Paymaster-General, he became trustee thereof, and as he paid it away upon a forged order it is quite clear that he did so at his own risk. But to whom, then, was he liable? Surely to his *cestui que trust*, not to the Treasury. She could have sued him had she been so minded, but of the two parties against whom she might have recourse she chose the more substantial one, and also the one whose negligence was prior in date. It is very doubtful, then, whether, as between these two parties, the Treasury ought to be allowed to make the solicitor liable. The case is not unlike that of *Magnus v. The Queensland Bank* (36 Ch. D. 25) recently affirmed by the Court of Appeal. There the bank, as mortgagee, retransferred stock to one only of three trustees, and subsequently, by the negligence of the other trustee, the stock was lost. Here, also then, there were two parties at fault, but the bank, which was held liable, was not allowed to shift its liability on to the trustees. On the contrary, it was at their suit that the liability was established, and it was to them that the bank had to refund the property. Without saying that the cases are in all respects similar, we may at least remark that the court does not always allow the former of two negligent parties to shift its liability on to a subsequent one.

WE REPORT elsewhere a case of *Re Gerard, Oliphant v. Gerard*, in which Mr. Justice NORTH upheld the decision of Lord ROMILLY in *Bower v. Smith* (19 W. R. 399, 11 Eq. 279). It would have been an extremely serious matter if the learned judge had taken any other course. The device which was sanctioned by Lord ROMILLY's decision, as reported in the *Law Reports*, has, we believe, been adopted in many instances, and it is impossible to say what would have been the result if it had now been held invalid. The scheme adopted in *Bower v. Smith* was this: A marriage settlement contained a provision for the settlement of property to which the intended wife should, during the intended coverture, become entitled of the value of £500 or upwards. After the marriage a sum of over £5,000 was bequeathed by the will of the wife's father upon such trusts as the wife should appoint. In order to entitle herself to receive this sum free from the covenant contained in the settlement, the wife executed eleven appointments for her own separate use by deeds poll, dated on successive days, some of them, however, being, in fact, executed on the same day; each of these appointments being of a sum less than £500. The device was successful, Lord ROMILLY holding that the funds appointed were not bound by the covenant in the settlement. He said that the wife "was entitled to the whole fund, as the deeds of appointment, by each of which she appointed a less sum than £500 for her separate use, could not have been executed simultaneously, and the fact of several of them being executed on the same day could make no difference." This decision was given in 1871. In 1877 the late Master of the Rolls, who had been counsel in *Bower v. Smith*, pointed out, in *Steward v. Poppleton* (W. N., 1877, p. 29) that the report of *Bower v. Smith* in the *Law Reports* omitted an important fact—viz., that in the will of the wife's father there was a gift over in default of appointment by the wife. "The real facts," he said, "were properly stated in the report in 19 W. R. 399." He declined to apply the doctrine of *Bower v. Smith* to the case before him, where there was no such gift over. We have been always puzzled to know how this omitted fact was material. In the recent case there was no gift over in the will containing the power of appointment exercised by the wife, but Mr. Justice NORTH declined to recognize the distinction drawn by the late Master of the Rolls. He said that "if the power was exercised, he did not see how the form of the gift over could be material, for a right under the gift over arose only if the power was not exercised." The learned judge further pointed out that in *Steward v. Poppleton* the power of appointment was subsequent to the vesting of the wife's interest, instead of antecedent to it, as in *Bower v. Smith*. This was, no doubt, very material. The will in *Steward v. Poppleton* gave one moiety of the proceeds of conversion "in trust for the wife absolutely," and then went on to provide that it "should be subject to her appointment by deed or will." We do not at present see how Mr. Justice NORTH's remarks can be impeached, and it is to be hoped that, if the question should come before the Court of Appeal, that court will take into account the inconvenience which would result from upsetting a decision which has been acted on for sixteen years. But in the meantime, notwithstanding Mr. Justice NORTH's decision, it will probably be desirable to exercise some caution in acting on *Bower v. Smith* in cases where the instrument conferring the power of appointment on the wife does not contain a gift over in default of appointment.

THE JUDGMENT of Judge STONOR in *Re Armstrong, Ex parte Armstrong*, which we publish in another column, contains an able exposition of the meaning of section 19 of the Married Women's Property Act, 1882. A special value attaches to it, both on account of Judge STONOR's reputation as a lawyer, and also because a previous decision of the same learned county court judge, in the same bankruptcy proceedings, and with reference to the same statute, after having been reversed by the Divisional Court, was restored by the Court of Appeal (*Ex parte Gilchrist, Re Armstrong*, 17 Q. B. D. 521). Though the 19th section of the Married Women's Property Act, 1882, has on several occasions been the subject of judicial interpretation in the High Court, and of criticism by learned text writers, it has, perhaps, never yet received such an exhaustive analysis as that which it has experienced from Judge STONOR in the judgment above referred to. It will be noticed that he sub-divides the section into 4 clauses, and holds that, while clauses 1 and 2 have a retrospective and

prospective effect, the operation of clauses 3 and 4 is merely prospective. This construction affords an intelligible solution of the difficulties which the somewhat ambiguous language of section 19 presents, and has the merit of giving full effect to all the governing words of the section. It may perhaps, however, be doubted whether the result in *Re Armstrong* was contemplated by the Legislature when section 19 was passed, and we have already called attention (32 SOLICITORS' JOURNAL, 38) to some of the curious and probably undesigned effects which that section has produced. Hitherto the courts seem to have been chiefly occupied with the clause in settlements which exempts a married woman from bringing in after-acquired property settled to her separate use. When all after-acquired property became, by the Act, her separate property, it might well have been held that it was equally excluded from the settlement under the above clause. This, however, would alter the destination of property under the settlement, and so would be an *interference with the settlement*, and, consequently, is forbidden by section 19 (*Re Whitaker*, 34 Ch. D. 227). The same principle guided Judge STONOR in the case in question. By the operation of section 1, sub-section (5), the property which would, under the settlement, go to the bankrupt, is to be handed over for the benefit of her creditors, and if this is an alteration of its destination, then, upon the authorities, it must be held to be forbidden by section 19. It is not, however, quite the same case as that above cited, for it might, at least, be suggested that the creditors only stand in the place of the bankrupt, and, therefore, as they take what comes through her, the original destination is not really altered. Upon general principles it may be wise to allow a woman to set aside property upon which she may rely in case of bankruptcy; but if the Legislature really meant to do this, surely it should have done it in a more straightforward way, and the expediency, in the interest of creditors, of causing such settlements to be registered might well be considered. It may be noticed, too, that the remarks of CHERRY, J., in *Re Queade's Trusts* (33 W. R. 817), on the possible absurdities of a literal construction of section 19, have never yet been answered. In that case he pointed out the remarkable results which might follow from upholding a settlement made in the old form by the husband's covenant only, and allowing it to control property which the Legislature has now declared to be her separate property, yet this was done by NORTH, J., in *Hancock v. Hancock* (32 SOLICITORS' JOURNAL, 25). While, then, Judge STONOR's judgment is very valuable for its analysis of the various clauses of section 19, it is likely that we shall have more decisions of the High Court upon the general effect of that section on the rest of the Act before the matter is finally settled.

IN THE CASE of *Re Mansel, Ex parte Campbell* (ante, p. 222) the Court of Appeal had to consider the practice of the county court in regard to the taxation of solicitors' bills of costs in bankruptcy proceedings. The facts were, briefly, as follows:—A creditor presented a petition for adjudication in the county court against his debtor, who, thereupon, himself presented a petition for liquidation by arrangement under the Bankruptcy Act, 1869, in the London Bankruptcy Court, and resolutions were passed for liquidation, and a trustee was also appointed. An order was subsequently made, with the consent of all parties, that the creditor's petition should be dismissed, with costs to be taxed and paid out of the debtor's estate in the liquidation proceedings. In pursuance of this order, the solicitor for the petitioning creditor sent in his bill of costs relating to his client's petition to the registrar of the county court, who went through the bill, and gave his allocatur for the amount allowed. Application was then made to the London Bankruptcy Court for payment of this amount, but Mr. Registrar HAZLITT dismissed it on the ground that there had been no proper taxation in the county court, as the solicitor had obtained an appointment to tax without giving notice to the other parties. An appeal from this decision to the Court of Appeal has resulted in the affirming of Mr. Registrar HAZLITT's decision, their lordships holding that an allocatur so obtained was mere waste paper. As it was stated that this mode of taxation is not uncommon in county courts, it may be useful to point out that the Bankruptcy Rules, 1886, now expressly provide, by rule 120, that "every person whose bill or charges is, or are to be, taxed, shall, in all cases, give not less than seven days' notice of the appointment to tax the same to the official receiver and to the trustee (if any)."

COVENANTS IN GENERAL RESTRAINT OF TRADE. It has been commonly laid down that for a covenant in restraint of trade to be valid it must satisfy three requisites—viz., it must be founded upon a real consideration, it must be partial, and it must be reasonable. Expressing the second of these negatively, the covenant must not be in general restraint of trade, and this has been assumed as a fixed principle of law in a long series of cases. Nevertheless it has now been called in question on very high authority, and in such a manner as to render its abolition by no means improbable. Two judges of the High Court have refused to be bound by it—Fry, J., in *Rousillon v. Rousillon* (28 W. R. 623, 14 Ch. D. 351), and Kekewich, J., in *Davies v. Davies* (36 Ch. D. 359), while the former judge has indicated his readiness to adopt the same opinion in the Court of Appeal whenever the case really comes up for discussion (*Davies v. Davies*, 36 W. R. p. 92, 36 Ch. D., at p. 398). Under these circumstances it seems convenient to review the decisions, and while it may be dangerous to predict what the law of the future may be, we can at least make clear the grounds of the uncertainty which has been thrown upon it.

It will be sufficient to begin with the leading case of *Mitchell v. Reynolds* (1 Sm. L. C. 430), where the subject was very exhaustively discussed by Lord Macclesfield, then Lord Chief Justice Parker. From this we may gather that the chief reasons against any restraint of trade are, in the first place, the mischief that may arise from it, either to the party, by the loss of his livelihood and the subsistence of his family, or to the public, by depriving it of a useful member; and, in the next place, the abuses that such restraints are liable to in that they tend to monopolies; while it was thought to be conclusive against general restraints that they were of no use to the person intended to be benefited, "for what does it signify to a tradesman in London what another does at Newcastle?" and again, "it can never be useful to any man to restrain another from trading in all places, though it may be to restrain him from trading in some, unless he intends a monopoly, which is a crime."

From these and other considerations it followed, first, that a general restraint of trade extending throughout England was necessarily bad; secondly, that any restraint of trade which is not founded upon actual consideration, as opposed to the fictitious consideration implied by a deed, is equally void, the presumption of law against it being absolute; and lastly, that, supposing a consideration exists, so that the presumption against restraint is open to rebuttal, it is then permissible for the party benefited to shew that the contract is reasonable and useful. It should, however, be noticed that the reasonableness of the restraint was originally based, in part at least, upon the adequacy of the consideration—"wherever a sufficient consideration appears to make it proper and a useful contract, and such as cannot be set aside without injury to a fair contractor, it ought to be maintained." Moreover the law, as thus laid down in 1711, was openly founded upon considerations of public policy, and this is of great importance in regard to the possibility of its subsequent alteration. To this point attention was called by Kekewich, J. (*Davies v. Davies*, p. 364), when he quoted the *dictum* of Burrough, J., in *Richardson v. Mellish* (2 Bing. 252) that public policy "is a very unruly horse, and when once you get astride it you never know where it will carry you," and remarked upon the variations in the matters which determine public policy, such as "the habits, capacities, and opportunities of the public" which have taken place from 1711 down to the present time.

The chief question, then, as to the law laid down in *Mitchell v. Reynolds* is simply this, how much of it is absolutely binding and how much either has been changed or can now be allowed to change in consequence of changed views of public policy? With regard to one point, it is very important to notice that it was long ago altered, not so much on the ground of a change in public policy, as of a change in the general policy of the administration of the law. This is in relation to the adequacy of the consideration. There is no doubt that this was originally inquired into, and it seems clear that Lord Macclesfield regarded it as important in settling the reasonableness of the restriction. In addition to the quotation given above, we may remark that he says, in considering the particular case before him, "What makes this (restriction) the more reasonable is that it is exactly proportioned to the considera-

tion—viz., the term of five years." Nevertheless, it was decided long ago that the courts would not inquire into the adequacy of the consideration. This was in *Hitchcock v. Coker* (6 A. & E. 438), and the same view has been adopted in numerous cases since, most recently by Jessel, M.R., in *Gravely v. Bernard* (22 W. R. 891, 18 Eq. 518). While, then, there must be some substantial consideration, it is for the parties to determine what is sufficient, and the courts do no now interfere to alter the bargain they have thought proper to make. In making this change it has, of course, become necessary to devise another test of the reasonableness of the restraint, and what this is we shall shortly see.

Moreover, the law has changed since *Mitchell v. Reynolds* in another point. It was there laid down, as we have seen, that there is a presumption against any restriction, and that it is for the party benefited to shew that it is reasonable and useful. Now, however, the burden of proof has been shifted, and when once the consideration has been established, and provided the restraint is not general, it has been held valid unless shewn to be clearly greater than the interest of the plaintiff requires. This rule was acted on in *Tallis v. Tallis* (1 E. & B. 391), and the same view was adopted by Fry, L.J., in *Davies v. Davies* (p. 397).

Inasmuch, then, as there have been these changes in the law as formerly established, the question has arisen whether it is not time, in view of the altered conditions of trade, to admit one change more. It is not denied that there must be consideration, and that the restraint must be reasonable, but it is seriously doubted whether the rule against general restraints ought to remain an absolute one, and it is strongly asserted that these also should be allowed validity upon satisfying, like other restraints, the condition of being reasonable. The main difficulty, of course, lies in the long line of cases that have unhesitatingly laid down the old rule, among which may be mentioned *Horner v. Graves* (1831, 7 Bing. 743), *Hitchcock v. Coker* (1837, *suprà*), *Ward v. Byrne* (1839, 5 M. & W. 561), *Mallan v. May* (1843, 11 M. & W. 665), and *Alleopp v. Wheatcroft* (1872, 21 W. R. 103, 15 Eq. 59). Clearly, a rule which has so long been recognized as settled law is not to be easily set aside, and this consideration was decisive with Cotton, L.J., in *Davies v. Davies* (p. 386). On the other hand, two lines of argument have been suggested. It is true that, in many cases, it has been held that a general restraint is, on the face of it, bad; but these were also cases in which a general restraint would have been unreasonable; hence it would have been sufficient to decide them on the ground of unreasonableness only, and they may, in fact, be held to have been so decided. This view was adopted by Fry, J., in *Rousillon v. Rousillon* (*suprà*), and by James, V.C. in *Leather Cloth Co. v. Lorsont* (18 W. R. 574, 9 Eq. 353), but it hardly seems necessary to discuss it in view of the undoubted fact that the rule against general restraints was recognized in the cases mentioned above as an absolute one, and quite irrespective of the question of reasonableness.

A stronger argument is found in the considerations that the law is based in this matter on public policy; that it has already, as we have seen above, been altered in some important points, and that, as views of public policy change, it is capable of further alteration. Hence, some of the old reasons have been either overthrown or opposed by new ones. We have seen that the public must not be deprived entirely of any man's services, but in *Whitaker v. Howe* (3 Beav. 394) a solicitor was told that the public could, without inconvenience, dispense with his services for twenty years. So a man must not be restrained from earning his own living, but, on the other hand, the disposal of a business, with the accompanying covenants, is simply one way of reaping the fruits of his industry. This was pointed out in *Mallan v. May* (*suprà*) and in *Leather Cloth Co. v. Lorsont* (*suprà*). Moreover, if freedom of trade is to be protected, so also is freedom of contract, and in *Rousillon v. Rousillon* Fry, J., declined to interfere with the latter, except so far as it might be necessary for the purposes of the former.

There has been, then, an undoubted tendency to set aside the old absolute rule against general restraint, and this has been clearly seen in *Whitaker v. Howe*, *Leather Cloth Co. v. Lorsont*, and *Rousillon v. Rousillon*. Hence, when *Davies v. Davies* was before Kekewich, J., he felt justified in proceeding on the same lines, and held that there was only one test, other than the existence of a consideration, for the covenants in question, and that if they were reasonable they were also valid. We have seen that in *Mitchell v. Reynolds* the adequacy of the consideration seemed to be at least

one measure of reasonableness, but since the courts have ceased to inquire into this it has been necessary to find another, and this was done in *Horner v. Graves* (7 Bing. 735), where it was stated by Tindal, C.J., in these words, "We do not see how a better test can be applied to the question whether reasonable or not, than by considering whether the restraint is such only as to afford a fair protection to the party in favour of whom it is given, and not so large as to interfere with the interest of the public." How this test is to be applied in individual cases depends, indeed, on many circumstances, and the revolution in trade that has taken place in recent times would seem to make the continuance of any hard and fast rule drawn from the old cases very inexpedient. For the present, however, the question remains in doubt. There is, perhaps, little difference of opinion as to what ought to be the law. The reasons upon which the absolute rule against general restraints was founded have now no weight, the only question is whether, on that account, the courts can upset a rule which has been so long acted upon. In *Davies v. Davies* the judges of the Court of Appeal, though clear on the case before them, were divided on this point. It is quite possible, then, that the tendency which we have seen to exist in the lower courts may yet be sanctioned by the Court of Appeal, or, failing this, the question must remain open until a case of sufficient importance arises to go to the House of Lords. Briefly expressed, the point is simply this: all covenants in restraint of trade must be reasonable, but, originally, covenants in general restraint were held to be, on the face of them, unreasonable, and, therefore, bad; hence arose the rule that all general restraints were necessarily bad, and this was again and again laid down as an absolute rule of law; now, however, it is admitted that, in view of the changed state of trade, a general restraint may not be unreasonable, that is, may not be stricter than is necessary to protect the interests of the person in whose favour it is made; is it, then, too late to go behind the absolute rule and try these general restraints as they were originally tried, by the test of reasonableness? For the present, as we have said, the question remains undecided.

## REVIEWS.

### ALLOTMENTS.

THE LAW OF ALLOTMENTS. By J. B. LITTLE, B.A., Barrister-at-Law. Shaw & Sons.

There is no doubt that, whether it may ultimately prove a success or not, the Allotments Act of last session will be anything but a dead letter. Applications to local authorities to put it in force have already been fairly numerous, and a book upon the subject was obviously wanted. Mr. Little, after a short and well-written introduction, sets out the Allotments Act, the incorporated sections of the Public Health Act, and the Allotments Compensation Act, with inter-sectional notes, and follows them by 2 Will. 4, c. 42, and other original Allotment Acts, the Commons Act, 1876, the Private Bill Costs Act, and the Lands Clauses Act, the three latter Acts being, in our opinion, somewhat needlessly inserted. The explanatory notes to the principal Acts are sensible and practical. We learn with some surprise that that indefatigable department, the Local Government Board, has not yet issued "model regulations" for the guidance of sanitary authorities, or even those regulations for the election of allotment managers which they are required by the Act to frame. When, "in course of time," these are issued, Mr. Little would do well to print them instead of the three Acts with which we think he has rather overweighted his book.

### INLAND REVENUE CASES.

SUMMARY PROCEEDINGS IN INLAND REVENUE CASES IN ENGLAND AND WALES. By N. J. HIGHMORE, Barrister-at-Law, of the Solicitors' Department of Inland Revenue. SECOND EDITION. Stevens & Sons.

The first edition of this useful little work was issued in 1881, not long after the statute law of its subject had been considerably altered by the Summary Jurisdiction Act, 1879. Since then the Summary Jurisdiction Act, 1884, has made procedure on appeal to quarter sessions uniform, and the Summary Jurisdiction Rules of 1886 have been issued with a new set of forms, which Mr. Highmore has adapted in an appendix, "with some variations to meet the requirements of the Revenue Acts." The effect of the various statutes and cases is very clearly stated, especially in connection with the numerous cases in which revenue law casts the burden of proof

upon defendants. The Probation of First Offenders Act, it appears, does not apply to revenue cases. We agree with Mr. Highmore in so thinking; but the reasons might have been given at greater length. The index is not quite up to the mark, but all the contemporary reports are referred to in the table of cases.

### COAL MINES REGULATION ACT.

A GUIDE TO THE COAL MINES REGULATION ACT, 1887. By G. G. KENNEDY and J. S. SANDARS, Barristers-at-Law. Shaw & Sons. MANUAL OF THE COAL MINES REGULATION ACT, 1887. By JOHN C. CHISHOLM, Secretary to the Mid and East Lothian Coalmasters' Association. Stevens & Sons.

Both these works deal with their subject in a business-like manner, the Act being printed at length, and the alterations being pointed out in explanatory notes following each section as required, and containing those references to decided cases which are so necessary to the annotation of a consolidating Act. Mr. Chisholm, who is secretary to a coalmasters' association, has had his proof sheets revised by an English barrister and a Scotch advocate. Messrs. Kennedy and Sandars, who needed no such assistance, both by compactness of form and cheapness, by the neat little abstract of the Act (which follows though it surely ought to have preceded it), and by a careful summary of the Truck Acts, have produced the more useful book of the two, the only faults which we have to find with their book being that the margin is too narrow, and that they have omitted a table of cases. Mr. Chisholm, whose page is ample, has not forgotten this little appendage, and will be found to give more information upon points of Scotch law.

### CORRESPONDENCE.

#### THE SUGGESTED FUSION.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I missed your challenge, or you would not have made it in vain, for I decidedly advocate the fusion of the two branches of our profession.

I will take the essential points of difference—firstly, barristers may not deal directly with their clients; secondly, solicitors may not advocate cases in the higher courts. A fusion will do little else than get rid of these differences. The points of view from which a change should be regarded are either the clients' or the profession's.

If a client dealt directly with a barrister, he would in effect get a specialist's opinion and advice at a specialist's fee; his difficulty would be to find out the specialist to whom to take his case, and in many instances the idea of paying a guinea to one gentleman and half-a-crown to his clerk, instead of paying six shillings and eight-pence to another gentleman would weigh not a little. The barrister in such a case would probably be burdened with responsibility for his opinion. It is not necessary to spend many words in shewing that an alteration in the direction suggested would be of no appreciable advantage to the client, would be a great trouble to the barrister, and would, therefore, be so little used that no solicitor would be in any way injured by it.

As regards advocacy by solicitors, if this were allowed it would be a distinct gain both to solicitors and clients. There is a sort of idea in the world that a barrister is necessarily a skilled advocate, which idea is veritable rubbish. The only advantages which a barrister has are that he is able to spend a great deal of time in his early days listening in court to the methods of those who are skilled, and that this training usually follows after he has had the benefits of a University career. But there is no greater readiness in a barrister than in a solicitor to see the weak points in his own case or the joints in the enemy's harness. I know I am uttering the feelings of many solicitors when I say that the way in which some juniors (aye, and some leaders) are now and then known to bungle and give away a case has made the solicitors regret intensely that they could not present their own case. Surely we are, most of us, conscious of our own weakness; we know if we are incapable (from nervousness or any other cause) of adequately stating and arguing a case, and when we are so we may be trusted to brief an efficient advocate. One of the worst phases of the present system is that in which you go into court and find your brief passed on to some young "duffer" (forgive a colloquialism) because the counsel whom you have instructed has to be somewhere else. It is the soreness I have felt on this score that has brought me to the degree of certainty that I now feel that we ought to be allowed to advocate in court, and that the gain that would thus accrue to clients and to our branch of the profession would be distinct and appreciable.

My position, therefore, is that we have all to gain and nothing to lose, and that our clients have also all to gain by the adoption of fusion. The two chief stumbling blocks are (1) that the bar may lose

its exclusive interest in the "spoils"—i.e., the emoluments and honours—and for these they will be very tenacious. (Poor "Temple," who wrote a mass of large type nonsense lately in the *Times*, could hardly think of anything else.) (2) The existing system of fees, by which a guinea is allotted to one man for that which only earns either 5s. or 6s. 8d., or 10s. to another. I don't think the guinea is improper, but I do think that a fraction of a pound is inadequate for a legal opinion. Why may I only charge a client 5s. for a written opinion? Even if the letter is as long as this, and is full of learning and wisdom and grace, I am restricted to the pitiful dole of 5s. for it. The public dislike these paltry fees less than they would dislike such inadequate remuneration as we should get if fusion were accomplished.

I fear I must not sign my own name, so let me call myself  
EASTERLING.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your piscatorial banter has not at all disturbed the equanimity of those who agree with Sir Edward Clarke in the fusion of the two branches of the legal profession. When such papers as the *Times* and *Daily Chronicle*, generally reputed fair, refuse to publish our side of the question, it was not unreasonable to suppose that you would do the same, especially as your editorial opinion was well known to be against us. I never read your remarks, however, as a challenge to come forward and shew our side of the question, or I would willingly have accepted it. Nay, more, I will challenge you or any other editor or any member of the bar to meet me before any average meeting of electors in this country and get a majority of them to agree with your view of the question. You would find yourself in a woful minority. And why? Because the people have for years been complaining of being obliged to employ two lawyers in a cause when one would do. I have addressed many public meetings on this question, and I say without hesitation that the present iniquitous and unnecessary expense of preparing briefs has thrown the whole profession into disgrace, and is the chief reason for lawyers being hit hard whenever a jury has a chance to do so.

There can be no question of a solicitor's competency to conduct the heaviest case in the highest courts. A practising solicitor was a member of the last two Liberal Administrations, and your own columns have testified to the superiority of the tests for the learning of a solicitor over that of a barrister.

The public employ solicitors to conduct important cases in the county courts, in petty sessions, before all sorts of commissioners, referees, umpires, and arbitrators, in judges' chambers before judges and masters, in bankruptcy before the judge of the High Court and the registrars, before committees of the House of Commons and House of Lords to their entire satisfaction. Yet, when the same cases are carried before the High Court, or Court of Appeal, or House of Lords, they are obliged to employ barristers who know nothing of what took place before the courts appealed from. My clients have universally complained of this. All the clients of my professional friends have complained of this without exception. In most cases the parties aggrieved cannot afford the expense of such an appeal, and their wrongs, therefore, go unredressed. The public lose justice, and lawyers lose their fees. There are thousands of cases which the parties would be glad to try, if they only had to bear the expense of one lawyer, but the present system denies them justice.

If it were right to establish county courts and petty sessions so as do justice to the people at large, surely it must be right to give the same people as much access to justice as possible. Lawyers have no right to dictate to the public how many lawyers they shall employ. They cannot compel them to employ any at all. Therefore, why should they be compelled to employ two if they decide to employ any at all?

I am not at all surprised at barristers and solicitors opposing the reform. Barristers think that solicitors will get ahead of them in the profession, and solicitors like to retain the profits on brief making, but neither of these reasons is one which can weigh for a moment with the House of Commons or the public. They are both against the public interest. If solicitors get ahead of barristers they ought to get ahead of them, and if the profits on brief making can be dispensed with in the administration of justice they ought to be. Every expense put upon obtaining justice is a barrier to it. Were we all the same, I have no doubt there would still be advocates and conveyancers as at present, but it would be a natural, not a forced division of labour. Each man would take what was most congenial to him, and that in itself would be a public advantage.

I am afraid I have already trespassed too long on your space, but as the Solicitor-General has very properly described the question as "imminent," it is desirable the profession should not be taken unawares nor be tempted to hold their enemy "cheap." Should you or any of your correspondents return to the charge I shall be most happy to meet it.

EDMUND KIMBER.

15, Walbrook, E.C., Feb. 4.

## CASES OF THE WEEK.

### COURT OF APPEAL.

KELLY & CO. v. KELLOND; THOMAS, CLAIMANT—No. 1, 6th February.

BILL OF SALE—FORM IN SCHEDULE—ASSIGNMENT OF AFTER-ACQUIRED CHATTELS—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), s. 9.

By a bill of sale given as security for an advance, the defendant assigned to the claimant the chattels "specifically described in the schedule hereto annexed or hereinafter written, together with all other chattels and things the property of the mortgagor, now in and about the premises known as 119, Shirland-road, . . . and also all chattels and things which may at any time during the continuance of this security be in or about the same or any other premises of the mortgagor (to which the said chattels or things, or any part thereof, may have been removed), whether brought there in substitution for or renewal of or in addition to the chattels and things hereby assigned." The plaintiff having obtained judgment against the defendant, the sheriff seized the goods in question, and the claimant claimed them under the bill of sale. An interpleader issue having been directed to be tried in the county court, the judge held that the bill of sale was void as not being in accordance with the form. The Divisional Court (Lord Coleridge, C.J., and Denman, J.) affirmed this judgment.

THE COURT dismissed the appeal. Lord Esher, M.R., said that they must construe this bill of sale according to the rule of construction laid down in *Ex parte Stanford, Re Barber* (34 W. R. 507, 17 Q. B. D. 259). It was there laid down by the full Court of Appeal that "whatever form the bill of sale takes, the form adopted by it in order to be valid must produce, not merely the like effect, but the same effect—that is, the legal effect, the whole legal effect, and nothing but the legal effect which it would produce if cast in the exact mould of the schedule." That was a new working rule, and if any case decided prior to that rule being laid down was inconsistent with it, it must be held to have been wrongly decided. If *Roberts v. Roberts* (32 W. R. 605, 13 Q. B. D. 794) was inconsistent with *Ex parte Stanford*, it must be taken to be overruled. The clause as to the after-acquired property in the present bill of sale gave it a legal effect greater than that which would attach to it if drawn in the statutory form. Sections 4 and 5 of the Act did not militate against this view, section 5 dealing with after-acquired property specifically described in the schedule. *Fry and Lopes, L.J.J.*, concurred.—COUNSEL, *McClaymont and H. Reed; Lumley Smith, Q.C., and Rose-Innes. SOLICITORS, Cooper & Sons; Montagu Scott & Baker.*

*Re POUNTAIN*—No 2, 6th February.

ALLEGED LUNATIC—PETITION FOR INQUIRY—APPOINTMENT OF INTERIM RECEIVER EX PARTE.

This was a petition for an inquiry into the mental condition of a person who was alleged to be a lunatic. The petition was presented on Saturday, the 4th inst., and had not yet been served upon anyone. The petitioners were cousins of the alleged lunatic, and claimed to be some of his next of kin. The petitioners now applied *ex parte* for the appointment of an *interim* receiver of the property of the alleged lunatic. Several actions were pending against him.

THE COURT (COTTON, LINDLEY, and BOWEN, L.J.J.) made the appointment, and directed that the receiver should apply in each of the actions to be appointed guardian *ad litem* of the defendant.—COUNSEL, *Swinfen Eady. SOLICITORS, Aldridge, Thorn, & Morris.*

[It is believed that this is the first instance of such an order being made. *Vide Re Bullock* (35 W. R. 109); *Re Ridley*, Elmer's Practice in Lunacy, Form No. 75.]

*Re THE WEST DEVON GREAT CONSOLS MINE*—No. 2, 8th February.

COUNSEL—IMPLIED AUTHORITY TO COMPROMISE LITIGATION—UNDERTAKING NOT TO APPEAL—APPEAL FROM STANNARIES COURT—DEPOSIT BY APPELLANT—STANNARIES COURT ACT, 1869 (32 & 33 VICT. c. 19), s. 32—R. S. C., 1883, LVIII, 15.

A question arose in this case as to the extent of the implied authority of counsel in the conduct of a litigation. The company was being wound up in the Stannaries Court, and on the 21st of October last the Vice-Warden made an order admitting certain claims against the company. The admission of the claims had been opposed by some of the contributors, and the order provided that, "the above-named opposing contributors undertaking by their counsel not to appeal or to raise any objection in the winding up as to bearing their respective shares of the claims," the taxed costs of all parties of and incidental to the hearing of the claims should be paid out of the assets of the company. Before the order was drawn up, the opposing contributors applied by motion to the Vice-Warden to strike out from the draft of the order the words above placed in inverted commas, on the ground that their counsel had no express authority to give the undertaking not to appeal, and that it was not within the implied authority of counsel to do so. The Vice-Warden refused the application, and the contributors appealed. The claimants and also the Registrar of the Stannaries Court, who was, by virtue of his office, the official liquidator of the company, no other official liquidator having been appointed, were served with notice of the appeal. The registrar's counsel, on the opening of the appeal, took the preliminary objection that section 32 of the Stannaries Court Act of 1869 requires that, "in all cases of appeals against any judgment, decree, or order of

the court, a deposit of £20 shall be made in the hands of the registrar, to be paid to the opposite party when the judgment, decree, or order is not reversed, unless the court shall otherwise direct," and that this deposit had not been made. It was contended that this enactment had not been repealed by the Judicature Acts or the rules thereunder. On behalf of the appellants it was argued that the rule as to giving security for costs upon an appeal is now the same as to all appeals, from whatever court they come, and that no security need be given, unless it is ordered to be given by a special order of the court. The appellants' solicitor gave an undertaking to pay the £20 deposit, if the court should decide that it ought to have been paid, and on this undertaking the appeal was heard on its merits.

THE COURT (COTTON, LINDLEY, and BOWEN, L.J.J.) dismissed the appeal. COTTON, L.J., said that the rule must now be taken to be well settled that, though an order had not been drawn up, passed, and entered, a consent given by counsel could not be withdrawn unless it had been given under such circumstances of mistake, misapprehension, or surprise that it ought not to bind the client. This was the effect of the decision of the Court of Appeal in *Harvey v. The Croydon Union Rural Sanitary Authority* (26 Ch. D. 249, 28 SOLICITORS' JOURNAL, 290), which must stand until it was reversed by a higher authority. Was, then, the undertaking in the present case shewn to have been given by the appellants' counsel under any misapprehension? The matter in dispute was not concluded until the judge had decided, not only whether the claims in question were to be admitted, but also the important question of costs. Before the question of costs had been decided, the appellants' counsel agreed on this compromise—that his clients should not appeal if their costs were paid out of the company's assets. It was argued that the giving of this undertaking was not within the scope of the implied authority of counsel, especially after the judge had given his decision upon the main point in dispute. But every agreement for a compromise of a litigation entered into by counsel necessarily involved the result that there could be no appeal. In his lordship's opinion it was not beyond the authority of counsel to undertake that his client should not appeal, as a condition of his receiving the costs of his unsuccessful litigation, and the rest of the undertaking was well within the authority of counsel. Still, even if the giving of the undertaking was within the authority of counsel, the court would relieve the client from it, if it were shewn to have been given under a misapprehension. But in his lordship's opinion there was no evidence in the present case which would justify the court in coming to the conclusion that counsel had acted under any misapprehension of fact. As to the deposit of £20, section 32 of the Act of 1869 gave to a successful litigant before the Vice-Warden a special protection, and in his lordship's opinion that protection had not been abolished by the Judicature Acts and Rules. There was no rule specially providing for its abolition, even if the Rule Committee would have had power to make such a rule, as to which he would express no opinion. But he thought that the general rules as to the practice of the court had not abolished the special protection given by section 32 of the Act of 1869 to litigants in the Stannaries Court. The official liquidator had done nothing to deprive himself of the right to raise this objection, though the other respondents had. The appeal would be dismissed, with costs, and the appellants' solicitors must give an undertaking to pay the official liquidator's costs of the appeal to the extent of £20, if they were not paid by the appellants. LINDLEY, L.J., entirely agreed. BOWEN, L.J., was of the same opinion. He thought the general rules under the Judicature Acts did not put an end to any special protection previously given to particular classes of litigants. He thought that this point had been already decided in the other division of the Court of Appeal with regard to appeals from county courts.—COUNSEL, Napier Higgins, Q.C., and Grosvenor Woods; Stock; Buckley, Q.C., and Bramwell Davis. SOLICITORS, Snell, Son, & Greenip; Lorde, Kingdon, & Cotton; Kirby, Son, & Verden.

#### HIGH COURT.—CHANCERY DIVISION.

TENNENT v. WELCH—Kay, J., 30th and 31st January; 1st and 6th February.

VENDOR AND PURCHASER—HUSBAND AND WIFE—CONVERSION—CONVEYANCE BY HUSBAND AND WIFE—ACKNOWLEDGMENT BY WIFE—OWNERSHIP OF PURCHASE-MONEY—FINES AND RECOVERIES ACT, 1833 (3 & 4 WILL. 4, c. 74), ss. 77, 79, 80, 89—GENERAL RULES OF HILARY TERM, 1834.

This was a case referred by the Scotch Courts for the opinion of the Chancery Division of the High Court of Justice. At the date of her marriage, the wife was owner in fee of property in England. No settlement was executed, and the property was sold by the husband and wife for £23,500, the latter acknowledging the conveyance. The husband received £18,000 and applied it for his own purposes, and £5,500 was invested to meet an annuity, the trustee of the residue thereof being declared, by a deed of even date with the conveyance, to be in favour of the husband and wife respectively, according to their interests by law for the time being. The Scotch action was begun in 1883 by the wife against her husband to recover the purchase-money. The husband died in 1884. The annuitant was still living.

KAY, J., said that the effect of the acknowledgment of the deed by the wife after examination by the commissioners, was that she thereby gave up all interest in the property, without having any provision made for her in return. By the conveyance the property was converted into personalty, and the purchase-money belonged to the husband, and that was evidently the agreement between the parties. The £5,500 never was a *chose in action* of the wife, so that the doctrine of reduction into possession did not apply. In that respect also she was bound by her acknowledgment, and the Common Pleas Rules for examination were not *ultra vires*.—COUNSEL, Marten,

Q.C., and Hirst; Rigby, Q.C., and C. B. McLaren. SOLICITORS, G. Turner; Trindler & Co.

Re TAYLOR, WHITBY v. HIGHTON—Chitty, J., 1st and 2nd February.

#### MARRIED WOMAN—WILL—POWER OF APPOINTMENT.

In this case a married woman, having a power of appointment under a settlement over certain property, by a will made in 1883, in exercise and execution of such power, and of all other powers in any way enabling her in that behalf appointed, gave and bequeathed all the property of whatever nature comprised in the said settlement, and over which she had any power of appointment or disposition, to persons therein mentioned. The testatrix's husband died in August, 1885, and upon his death she became entitled to other property real and personal. In December, 1885, the testatrix made a codicil in which she dealt with the real estate therein mentioned as having come to her through her late husband, but did not otherwise refer to or confirm her will. She died in 1886, and the question raised was whether the personal property derived through her husband passed under the will and codicil.

CHITTY, J., held that although the codicil in effect confirmed the will, yet it did not enlarge the scope of the will, and, therefore, that there was an intestacy as to the personal property derived through her husband.—COUNSEL, Sir A. Watson, F. Nalder, and Maidlow; Whitehorne, Q.C.; Blakesley and McSwinney.

HOLLAND v. DIXON AND CRYSTAL PALACE CO.—Chitty, J., 3rd February.

COMPANY—INSPECTION OF REGISTER—COMPANIES CLAUSES ACT, 1845 (8 VICT. c. 16), ss. 45, 63.

In this case a motion was made by a holder of shares and debentures of a company for an injunction to restrain the company's officers from impeding the plaintiff in the exercise of his statutory right to inspect and take copies from the company's registers of shareholders and debenture-holders. It appeared that the defendants had permitted the plaintiff to inspect only a part of the registers, and had, amongst other things, declined him inspection of the amounts held by the debenture-holders, although permitting inspection of their names. It was contended by the defendants, on the authority of *R. v. Wilts and Berks Canal Co.* (3 A. & E. 477), that, as a preliminary to inspection, the plaintiff was bound to give his reasons for desiring it.

CHITTY, J., said that the observations of the judges in the case cited were not intended by them to import any qualification into sections 45 and 63 of the Companies Act, 1845, which did not exist therein. Those enactments provided that the registers should be accessible to the stockholder, and did not limit the right of accessibility (except as to the inspection being confined to seasonable times), or speak of parts of the registers only being accessible. The plaintiff was entitled to an order as asked.—COUNSEL, Romer, Q.C., and W. P. Beale; Whitehorne, Q.C., and A. W. Rowden. SOLICITORS, Sydney Morse; Kimber, Elliott, & Co.

Re THE ALMADA AND TIRITO CO. (LIM.)—Chitty, J., 3rd February.

#### COMPANIES ACT, 1867, s. 25—ISSUE OF SHARES AT A DISCOUNT.

In this case a motion was made, under section 35 of the Companies Act, 1862, for rectification of the company's register, by striking out the applicant's name as the holder of shares which had been issued by the company at a large discount. An agreement had been registered by the company containing in a schedule the names of the applicants for the shares. The applicant stated that the decision of Chitty, J., in *Re Ince Hall Rolling Mills Co.* (23 Ch. D. 545), to the effect that an issue of shares at a discount was not invalid under section 25 of the Companies Act, 1867, had been questioned in the recent cases of *Re London Celluloid Co.* [Kay, J., 25th January, 1888] and *Re Addlestone Linoleum Co.* (36 W. R. 227). A contract had been registered in *Re Ince Hall Rolling Mills Co.*, and in that respect it differed from the cases which questioned it. The applicant, however, asked that his motion might be dismissed (on the authority of the *Ince Hall case*) in order that the question under section 25 of the Companies Act, 1867, might be raised in the Court of Appeal, when he should contend that section 25 only applied to those contracts where the consideration was something other than the payment on the shares.

CHITTY, J., dismissed the motion.—COUNSEL, Grosvenor Woods; W. P. Beale. SOLICITORS, Stacpoole, Batters, & Stacpoole; Wilkins & Fanshaw.

Re MORGAN'S PATENT—Chitty, J., 6th February.

PATENTS, &c., ACT, 1883, s. 26—PETITION FOR REVOCATION—LEAVE OF ATTORNEY-GENERAL.

This was a petition, under section 26 of the Patents, &c., Act, 1883, for revocation of a patent. The petitioner, after alleging that he had, for many years prior to the date of the patent, publicly manufactured articles of the description claimed as the subject of the patent, proceeded to allege that, by reason of that and "of the other matters appearing in the particulars of objection delivered herewith," the letters patent were bad. The other matters referred to related to acts of prior user by persons other than the petitioner. It was contended by the respondent that the petitioner's reference to prior user by other persons than himself placed the petitioner outside the class of persons authorized by section 26 (4) c, d, and e, to present a petition for revocation, and, therefore, the Attorney-General's leave was necessary.

CHITTY, J., said that section 26 (4) described the persons who might

apply for revocation, and the fact that the petitioner had alleged other qualifications than those mentioned in section 26 (4) was no reason for holding that he was outside the enactment. He therefore overruled the respondent's contention.—COUNSEL, *Moulton, Q.C.*, and *J. Cutler; Aston, Q.C. SOLICITORS, Jennings, Son, & Burton; Adam Burn & Son.*

LONDON STEAM DYEING CO. v. DIGBY—North, J., 6th February. R. S. C., 1883, XXXII, 6: XL., 1—JUDGMENT ON ADMISSIONS IN PLEADINGS—MODE OF OBTAINING, MOTION IN COURT OR SUMMONS—COSTS.

The question in this case was whether a judgment on admissions in the pleadings ought to have been obtained by summons in chambers instead of by motion for judgment in court, and whether the plaintiffs ought therefore to be disallowed the extra costs of the motion. The action was brought to restrain the defendants from issuing a certain trade circular or from making representations similar to those contained in the circular. Upon an interlocutory motion by the plaintiffs, North, J., granted an injunction, till the trial of the action or further order, in terms not quite as extensive as those claimed by the writ. The defendants afterwards delivered a statement of defence by which they offered to submit to a perpetual injunction in the terms of the interim injunction, to be obtained on a summons issued for that purpose. The plaintiffs afterwards served on the defendants a notice of motion for judgment in accordance with admissions in the pleadings, and delivered to the defendants a copy of minutes of the judgment for which they intended to ask, the terms of which were equivalent to those to which the defendants had by their defence offered to consent. The plaintiffs then set down the action for trial on the notice of motion for judgment. At the trial it was contended on behalf of the defendants that the plaintiffs ought only to be allowed the costs of a summons in chambers for the proposed judgment, and that the plaintiffs ought to pay the extra costs of the defendants occasioned by the application being made in court instead of by summons in chambers.

NORTH, J., allowed the plaintiffs only the costs of a summons in chambers. It was not necessary to decide whether, independently of the defendants' offer to consent to the proposed judgment, there was jurisdiction upon a summons in chambers to give a judgment founded on admissions in the pleadings. His lordship entertained no doubt that, when a defendant appeared and consented to a perpetual injunction in chambers, he would be as much bound by it as if it had been obtained by an adverse order in court. The plaintiffs, therefore, ought to have adopted the course suggested by the defendants, and they would be allowed only such costs as would have been occasioned by a summons in chambers. The taxing master would decide what would be the proper costs of such a summons, but his lordship thought that the costs of minutes of the proposed judgment ought to be allowed, for it was important to have a statement in writing of the order consented to. His lordship had no doubt that he had jurisdiction also to order the plaintiffs to pay the defendants' costs so far as they had been increased by the proceeding in court, and he should have done so if he had thought that the proceeding in court had been adopted for the purpose of making costs. But he did not think that this was so. Moreover, the defendants might themselves have applied in chambers for a judgment in accordance with their offer.—COUNSEL, *Willis-Bund; Oswald, SOLICITORS, J. T. & G. F. Marshall; A. W. Mills.*

Re GERARD, OLIPHANT v. GERARD—North, J., 6th February. MARRIAGE SETTLEMENT—AGREEMENT FOR SETTLEMENT OF WIFE'S AFTER-ACQUIRED PROPERTY—PROPERTY BEQUEATHED ON TRUST AS WIFE SHALL APPOINT, AND IN DEFAULT OF APPOINTMENT IN TRUST FOR HER SEPARATE USE—APPOINTMENT BY WIFE TO HERSELF.

The question in this case was whether certain property was bound by an agreement in a marriage settlement for the settlement of after-acquired property of the wife. By the settlement, executed in 1878, it was agreed that all property to which, during the coverture, the wife should become entitled, at one and the same time, from one and the same source, of the value of £500 or upwards, should be assigned to the trustees on the trusts of the settlement. The wife's father, by his will made in 1884, bequeathed a sum of £4,000 to the trustees of the will, upon trust for such persons and purposes as the wife should in writing appoint, and, subject thereto, in trust for the wife for her separate use, it being his intention that she might be able, by exercising her power of appointment, to defeat the operation of the covenant contained in the settlement for the settlement of her after-acquired property. After the death of the father, the wife, on nine successive days, executed nine successive appointments, by each of the first eight of which she appointed that a sum of £450, part of the £4,000, should be held in trust for her separate use, and by the ninth of which she made a similar appointment as to the residue of the £4,000. She then claimed to have the whole £4,000 paid to her upon her separate receipt. On her behalf reliance was placed on *Bower v. Smith* (19 W. R. 399, 11 Eq. 279), in which, under similar circumstances, Lord Romilly, M.R., held that a married woman was entitled to receive a fund, notwithstanding a covenant for the settlement of her after-acquired property contained in her marriage settlement. But, in the subsequent case of *Steward v. Poppleton* (*Weekly Notes*, 1877, p. 29), Jessel, M.R., who had been counsel in *Bower v. Smith*, said that the report of that case in the *Law Reports* was not accurate, though that in the *WEEKLY REPORTER* was. The fact was (as stated in the *WEEKLY REPORTER*, though this did not appear in the *Law Reports*) that in that case there was a gift over subject to the power of appointment given to the wife.

NORTH, J., held that he was bound to follow *Bower v. Smith*, though he was surprised to find such a case, and to decide that the £4,000 was not

bound by the agreement to settle, but that the wife was entitled to it to her separate use. He did not appreciate the distinction taken by Jessel, M.R. If the power was exercised, he did not see how the form of this gift over could be material, for a right under the gift over arose only if the power was not exercised. The facts of *Steward v. Poppleton* itself were entirely different from those of *Bower v. Smith*. In *Steward v. Poppleton* the power of appointment was subsequent to the vesting of the wife's interest, instead of antecedent to it, as in *Bower v. Smith*. The power of appointment in *Steward v. Poppleton* was merely one mode of disposing of the wife's interest, and she had already, upon her marriage, disposed of her interest in a mode which she could not defeat by any subsequent appointment. The power was not paramount to the wife's interest, but was merely one mode of disposing of her interest.—COUNSEL, *Cozens-Hardy, Q.C.*, and *T. C. Wright; Decimus Sturges; G. Pemberton Leach, SOLICITORS, Meynell & Pemberton.*

Re HATTON, ROBSON v. PARRINGTON—North, J., 2nd February. CHARITABLE LEGACY—IMPURE PERSONALTY—BONDS OR DEBENTURES OF CORPORATION—9 GRO. 2, c. 36.

A testatrix gave all her residuary real and personal estate to her executors and trustees, upon trust for sale and conversion, and to provide an annuity, out of real estate only, and to pay and apply the residue of the trust fund for the benefit of certain charitable institutions, either equally or in such shares as her trustees should think fit. In case there should be any legal impediment in so applying such portion of the residue as should arise out of the proceeds of real estate for the above purposes, she gave power to her trustees absolutely to pay, distribute, and apply the same as they in their uncontrolled discretion might deem best, and to comply with her wishes so far as the law would allow them. One question was whether certain debentures or mortgages of a borough corporation were pure or mixed personality, whether they were within the Statute of Charitable Uses, and incapable of being bequeathed to charities. The debentures granted to the holder for the purposes of the Act under which the charge was given, "the interest of the said mayor, aldermen, and burgesses in the gas rates, rents, and money to be received in respect of the gasworks of the said mayor, aldermen, and burgesses. And also as collateral security the borough rates and borough funds of the said borough." Part of the borough property consisted of rent-charges, that being the consideration received for the sale of surplus lands.

NORTH, J., held that these bonds could not be bequeathed to charities. No doubt the tendency of modern cases had been to construe the Act less strictly than formerly, and to allow property which would formerly have been held to be within the statute to be given for charitable purposes. The probability of the land ever being touched by the mortgagee was so remote that the debentures were not within the mischief of the Act. But there was a long line of authority too strong for him to resist, and he must hold that the debentures in question were impure personality.

There were also some bonds of another corporation, as to which it was in evidence that "the corporation has no real or leasehold estate, except that required for the general undertakings, including certain surplus lands of the waterworks undertaking, the rents of which are received by the corporation as the waterworks authority."

NORTH, J., held that these bonds came within the principle of *Gardiner v. London, Chatham, and Dover Railway Co.* (2 Ch. 201), where it was held that a mortgage debenture of a railway company in the form provided by the Companies Clauses Consolidation Act did not give the holder a specific charge on surplus lands, so that he could obtain a receiver of the sale moneys or interim rents. A mortgagee of the borough funds, which included the profits of the waterworks undertaking, stood in no higher position than a direct mortgagee of that undertaking—that is, he had not any interest in the surplus lands of the undertaking, so as to render the bonds impure personality.—COUNSEL, *Cozens-Hardy, Q.C.*, and *Dibdin; Everitt, Q.C.*, and *Dent; Herbert Thompson; Cookson Crackanhorpe, Q.C.*, and *Gull; Scott Fox, SOLICITORS, Vincent & Vincent; Williamson, Hill, & Co.*

Re WALKER & LOMAX (LIM.)—North, J., 4th February. COMPANY—REDUCTION OF CAPITAL—CONFIRMATION BY COURT—ADVERTISEMENT OF PETITION DISPENSED WITH—USE OF WORDS "AND REDUCED."

This was the hearing of a petition by the company for the confirmation by the court of special resolutions for the reduction of the capital. It was not proposed to diminish the liability of the shareholders, or to return any paid-up capital, and North, J., had dispensed with the advertisement of the petition.

NORTH, J., now made an order confirming the resolution. But he directed that the company should use the words "and reduced" as part of their name for a month. He thought it hardly possible to conceive a case in which, after the advertisement of the petition had been dispensed with, the use of those words for a time should be dispensed with.—COUNSEL, *Cozens-Hardy, Q.C.*, and *Chadwyck-Healey, SOLICITORS, Shaw & Tremellen.*

Re DAVIES, DAVIES v. DAVIES—North, J., 7th February. R. S. C., 1883, LV., 3—ORIGINATING SUMMONS—JURISDICTION—QUESTION BETWEEN LEGAL DEVISEES UNDER A WILL.

In this case a question arose as to the jurisdiction of the court upon an originating summons. The summons was taken out by J., a legal devisee under a will, to determine the question whether he and T., another legal devisee under the same will, took the devised estate as tenants in common or as joint tenants. T. was dead, and the summons was served only on

the devisees in trust and the residuary devisees under his will. The executors and trustees of the original will were not served.

NORTH, J., held that there was no jurisdiction to decide the question on originating summons. In his opinion rule 3 of order 55 was intended only to provide a mode of deciding, without the necessity of obtaining a general judgment for the administration of an estate or the execution of a trust, questions arising in the administration or execution which previously could only be decided under such a judgment. But there was no jurisdiction under an originating summons to decide, as between a devisee and another person, any question which would not have arisen in the administration of the estate. His lordship adhered to the view which he had expressed in *Re Carlyon* (31 SOLICITORS' JOURNAL, 111, 56 L. J. Ch. 219). The summons (which had been adjourned into court) must be dismissed, with costs, but, as the objection to the jurisdiction had not been taken in chambers, the costs of the adjournment into court would not be allowed. —COUNSEL, J. G. Wood; Everitt, Q.C., and Stuifield. SOLICITORS, Helder & Roberts; Thomas Lovell.

GOSNELL v. BISHOP—Kekewich, J., 8th February.

COSTS—MOTION TO STAND TO TRIAL—NO MENTION OF COSTS OF MOTION.

This was a patent case, originally assigned to Chitty, J. A motion for an injunction was made before him, but not heard on the merits, and counsels' briefs were indorsed "Motion to stand to trial." Nothing was said then about the costs, and no order was drawn up on the motion. The action was transferred to Kekewich, J., for trial, and on the hearing he gave judgment for the defendant, with costs on the higher scale. No mention was made at the trial of the costs of the motion. On the drawing up of the order, the defendant asked the registrar to specify the costs of the motion as included in the costs of the action. The registrar declined, and a motion was then made by the defendant to vary the minutes in the way indicated. It was suggested that, under these circumstances, the costs of the motion would be allowed by the taxing master without any express direction, and that the rule was that where costs of a motion are reserved to the trial, they must be dealt with then.

KEKEWICH, J., said a small but important question of practice had been raised [his lordship then stated the above facts], and said he had thought it right to consult the taxing masters on the point, and their opinion on these facts was as follows:—"We should, in taxing costs under a judgment dismissing the plaintiff's action, allow the defendant the costs of a motion of the plaintiff's which was adjourned or stood over to the hearing, but not brought on." Acting on this opinion, the judgment would carry the costs of the motion, and each party would bear his own costs of the motion to vary the minutes.—COUNSEL, Warmington, Q.C., and Swinfen Eady; Barber, Q.C., and Carpmael.

#### CASES AFFECTING SOLICITORS.

BRODBECK v. STRICKLAND—Kekewich, J., 8th February.

PRACTICE—COPY OF CORRESPONDENCE—COSTS.

On this case coming on, no copy of the correspondence having been prepared for the judge.

His LORDSHIP said that, in any case where the correspondence was of essential importance in trying the issues, there ought to be a copy for the judge; and if the point arose before him he should certainly allow the costs of such a copy in taxation, as it considerably facilitated the proceedings. Of course, he did not mean to imply that, in every case a copy of the correspondence ought to be made for the judge.—COUNSEL, Warmington, Q.C., and Upjohn; Barber, Q.C., Nash, and Thorne. SOLICITORS, Moon & Gilks; A. E. Cope.

#### COUNTY COURTS.

*Re ARMSTRONG* (A BANKRUPT), *Ex parte* THE BANKRUPT—Brentford, 27th January.

This was an application for an order that the trustee might be directed to pay to the bankrupt the net rents, now in his hands, amounting to the sum of £208 10s. 7d. or thereabouts, received by him from the tenants of certain freehold premises, assured by an indenture of settlement, dated the 11th of November, 1881, and made between the bankrupt (then and there described as Emma Clark, widow), of the first part, Thomas William Armstrong of the second part, and a trustee of the third part.

Judge Stoxton, on delivering judgment, said: The material facts are as follows:—The settlement of the 11th of November, 1881, referred to in the notice of motion, was executed in contemplation of the second marriage of the bankrupt, Emma Armstrong, with Thomas William Armstrong (which was shortly afterwards solemnized), and the freehold property referred to, then belonging to Emma Armstrong, was thereby vested in a trustee upon trust to pay the rents to her for life for her separate use, but without any restraint on anticipation, and after her decease upon trust for such persons as she should by deed or will appoint, and in default of such appointment upon trust for George Clark (the only child of her, the said Emma Armstrong, by her first husband), and all and every the child or children of the said intended marriage, their heirs and assigns, and, subject thereto, in trust for the heirs of the said Emma Armstrong. Two questions under the Married Women's Property Act, 1882, and the Bankruptcy Act, 1883, have been raised upon this settlement in the present bankruptcy. First, whether the life interest of Emma Armstrong passed to the trustee, and, secondly, whether the reversion which was subject to her general power of appointment passed

to such trustee. The second question was fully raised so long ago as March last, upon an application to this court for an order that the bankrupt should execute an appointment of the reversion to the trustee, which I refused, on the ground that the reversion was not, by virtue of the power or otherwise, "the separate property" of the bankrupt, in respect of which alone she was subject to the bankruptcy laws under the Married Women's Property Act, 1882, s. 1, sub-section (5). My decision was reversed by a divisional court (Cave and Mathew, JJ.) without any notice being taken by the court of my judgment or the grounds upon which it was made, but was subsequently restored by the Court of Appeal on those grounds, and Lord Esher, in delivering judgment, observed that the attention of the Divisional Court did not appear to have been "fully directed to the same": *Re Armstrong* (17 Q. B. D. 167, 521). The first question—viz., whether the life interest of the bankrupt passed to the trustee—was also incidentally considered by me on hearing the above application, but I offered no opinion upon it, nor does it appear to have been considered by any of the High Court judges, and it is now brought before me for judicial decision. It is obviously one of great and general importance, and appears to me to depend wholly on the construction of the 19th section of the Married Women's Property Act, 1882, inasmuch as in the absence of that section the life interest of the bankrupt would clearly pass to the trustee under the 1st section, sub-section (5). The 19th section is in the following words, except that I have distinguished by numbers the four distinct clauses or sub-sections which it contains:—"Nothing in this Act contained (1) shall interfere with or affect any settlement or agreement for a settlement made or to be made, whether before or after marriage, respecting the property of any married woman; or (2) shall interfere with or render inoperative any restriction against anticipation at present attached or to be hereafter attached to the enjoyment of any property or income by a woman under any settlement, agreement for a settlement, will, or other instrument; but (3) no restriction against anticipation contained in any settlement or agreement for a settlement of a woman's own property to be made or entered into by herself shall have any validity against debts contracted by her before marriage; and (4) no settlement or agreement for a settlement shall have any greater force or validity against creditors of such woman than a like settlement or agreement for a settlement made or entered into by a man would have against his creditors." A preliminary observation I would make upon this section is, that the two first clauses—numbered (1) and (2)—are in the nature of provisos limiting the operation of the 1st section of the Act (which may be termed the general enacting clause of the Act); and that the two last clauses—marked (3) and (4)—are in the nature of provisos limiting the operation of the two foregoing clauses—(1) and (2). Now, on examining all these four clauses or sub-sections carefully, it will be found that the 1st clause is the only portion of the section which applies to the present case. That clause provides "that nothing in the Act shall interfere with or affect any settlement made or to be made, whether before or after marriage, respecting the property of any married woman," and it appears to me impossible for the Legislature to have expressed its meaning more plainly than in these words—that meaning being obviously to exclude every ante-nuptial settlement (on account of its valuable consideration) and every post-nuptial settlement (on account of its good consideration), whether "made" before the Act came into operation or "to be made" after the Act came into operation, from such operation. It has been argued before me that this construction would nullify the 1st section, and therefore the whole Act; but this is not so, for the 1st section would still operate on all property vested in a married woman by gift *inter vivos*, whether by deed, writing, or delivery, where the marriage consideration was not present, and also on all devises, bequests, and donations *mortis causa* whatsoever, and would only preserve to married women the same position, in respect of property acquired by them under settlements ante-nuptial and post-nuptial, past and future, as they were entitled to before the passing of the Act, which I consider to be the clear and intelligible—and, in my humble opinion, the perfectly reasonable—intention of the Legislature; and I therefore base my judgment wholly upon the construction of the 1st clause or sub-section of section 19, which (as I have already said) appears to me the only portion of the clause affecting the present case. It is, however, proper that I should notice the three remaining clauses or sub-sections, inasmuch as it has been argued before me that they control the operation of the 1st clause in the present case, which they—or, at all events, the two last—certainly do in other cases. Now, as to the clause numbered (2), it is simply a saving of the power of restriction on alienation, so as to exclude the operation of the 1st section as to such separate property as may be subject to such restriction, and therefore nowise affects the present case, where there is no such restriction. As to the clause (3), it only qualifies clauses (1) and (2), by providing that no restriction against anticipation contained in any settlement of a woman's own property to be made by herself shall have any validity against debts contracted by her before marriage, and therefore does not affect the present case, in which no such debts exist. And, lastly, clause (4) only qualifies the clauses (1) and (2), by providing that no settlement shall have any greater force or validity against creditors of such woman—i.e., the woman referred to in the previous section, of whose property a settlement may be thereafter made by herself—than a like settlement made by a man, and which also does not affect the present case, inasmuch as it discloses no grounds which would invalidate this settlement if made by a man. Moreover, both these clauses (3 and 4) are clearly not retrospective, as held in the cases of *Re Stonor's Trusts* (24 Ch. D. 195) and *Smith v. Whitlock* (55 L. J. Q. B. 286), and on that ground alone do not affect the present case. I observe that Mr. Justice Stephen, in giving judgment on the last cited case, says that, "By restricting the first part of section 19 to existing settlements, and the latter part to future settlements, an intelligible result

is arrived at"; but he gives no further reason for this construction, which is not necessary to his judgment and involves the excision of the words "and to be made," which certainly ought not to be done without necessity; and, with great deference to the learned judge, I can see no necessity for it, as it appears to me that a perfectly intelligible and reasonable result may be arrived at without it by the natural and literal construction of the first clause of the section, which I have adopted. It has not escaped me that there is an ambiguity in the first clause owing to the use of the words "respecting the property of any married woman," which may be read as restricting the operation of the clause to property possessed by a married woman before its settlement; but I am strongly inclined to think that, having regard to all the other clauses of this section and the general provisions of the Act, these words ought to be held to extend to all the property a married woman may become entitled under or subject to the provisions of her marriage settlement. The point, however, is not material to the present case, as the bankrupt was possessed of this property before the settlement. Upon the whole, I am of opinion that the first clause of section 19 clearly governs the present case; that it is retrospective as well as prospective, and is not qualified or affected by any of the subsequent clauses, and that, by virtue of it, the present settlement is excluded from the operation of the Married Women's Property Act, and, therefore, of the Bankruptcy Act (*vide* Bankruptcy Act, 1883, s. 152); and that the applicant is entitled to the order prayed for, with a direction to the registrar to take an account of the rents if necessary.—COUNSEL, *Theodore Ribton; Lee.*

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 8th inst., Mr. Henry Roscoe in the chair. The other directors present were Messrs. H. Holland Burne (Bath), H. Morten Cotton, Samuel Harris (Leicester), Edwin Hedger, J. H. Keys, R. Pennington, J. Anderson Rose, Sidney Smith, and J. T. Scott (secretary). A sum of £255 was distributed in grants of relief, seven new members were admitted to the association, and other general business was transacted.

### CARDIFF INCORPORATED LAW SOCIETY.

The annual meeting of the members of the above society was held on the 26th ult. at the Town-hall. Mr. T. H. Stephens presided.

The committee, in their second annual report, congratulated the members upon the prosperity of the society, and mentioned among things that they had had under consideration the practising of unqualified persons in county courts, and had called the attention to it of the registrars of the local court. The legal education of articled clerks had also received their attention, and they had suggested to the Incorporated Law Society, U.K., the desirability of establishing lectures in Cardiff for the benefit of articled clerks. The subject of holding at Cardiff two out of the three assizes at Glamorganshire had been before them, and they had presented a strong memorial to her Majesty's judges, setting out the claims which Cardiff has over Swansea for having two out of the three assizes held at the former town.

THE CHAIRMAN then delivered the presidential address. After some preliminary remarks, he said:—If I have anything in the nature of a complaint to make concerning our profession, it is that we are not sufficiently united and welded together for our own protection. I cannot help feeling that, notwithstanding we are daily and hourly called upon to advise our clients on the most intricate and momentous matters of business, we are continually finding ourselves attacked and harassed upon questions that affect our profession to its very root. At one time it is a question of costs—and a more delicate and important point can scarcely arise—at another it is one of conveyancing; then difficult points of law are for ever being met with in bankruptcy proceedings, in bills of sale, in deeds of private arrangements—indeed, in almost every branch of the law. Referring to Sir E. Clarke's recent speech, he remarked that the whole of Sir Edward's address is well worthy of our consideration, for it comes from a man eminent in his profession, and who not only has thought long and deeply on the subject, but who also has the courage to declare publicly and openly his mature judgment concerning this most important question. You will probably expect that, holding the office I do, I should make reference to the Bankruptcy Act, 1883. My first observation thereon will be to express my regret at the evident unpopularity of this measure with the majority of my professional brethren. It is complained by them that the remuneration allowed them is so small that the business is scarcely worth their attention. I am sure I very much regret this, personally, but cannot help saying that my experience induces me to believe that this is mainly attributable to what I may call the smallness of the estates. Estates in this district have been in almost every instance very meagre, and quite unproductive of legitimate business. The bankrupts in nearly every case appear to have waited until the very last moment before they have availed themselves of the Act, putting off the evil day until they had been apparently drained to the very last penny, and left practically without any estate whatever. I cannot, however, help expressing my belief that business under this Act is worth attention, and that a number of solicitors who practise in the courts do, taking one case with another, contrive to make this branch of their business fairly remunerative. I will now shortly refer to the Land Transfer Bill, 1887, which will, without doubt, be again introduced by the Lord

Chancellor to the House of Lords. So far as I am able to ascertain, this measure has been most unfavourably received by our own profession throughout the provinces, and I find several of the law societies will unite in opposing it, and narrowly watch its cause through Parliament. It is generally believed that, should this Bill pass, the cost attending the transfer of land will be increased instead of diminished; the fees for registration, it is said, will be very high, for it will be impossible to establish the system of registering throughout the country unless there are numerous district registrars; and these, with their subordinate officers and clerks, and the suitable premises that will have to be provided, can only be established and maintained at considerable cost. The president then briefly adverted to several of the more important legislative enactments of the last session of Parliament, and concluded by expressing his feeling of great indebtedness to their able and energetic secretary (Mr. G. F. Hill) for the invaluable assistance he had rendered him as president on every possible occasion. He felt all will agree with him that Mr. Hill has been from first to last the life and soul of the society.

Mr. CLEMENT WALDRON, in proposing a hearty vote of thanks to the president for his address, considered this a favourable opportunity to make some comments on the recent speech of the Solicitor-General at Birmingham on the subject of the fusion of the bar and the solicitors. This was a question of the gravest importance, not only to the public, but to the members of both professions. The Solicitor-General had described, in his own way, the course of an action at law, from the instructions which a client gives his solicitor, and the proceedings until the question at issue is tried. He assumed that the pleadings were prepared and conducted by some "industrious clerk," who added his own remarks to the proof, and sent it off to be copied at 2*½*d. per folio. Now, they who practise in the country know full well the labour and time taken up in preparing for trial in any action of importance, and that they did not delegate this work to the "industrious clerk," but did it themselves. They usually commenced with a correspondence with the adverse solicitor with a view to a settlement, and, if this failed, they applied themselves to the evidence which they could offer in their client's behalf. Not one out of 400 actions commenced in the country go to trial. They were usually settled after the writ was issued, but if the case had to go to trial they had to give their anxious attention to the evidence, to collect facts, provide for difficulties, and ultimately prepare a brief setting out fully the case and the evidence in support of it. If they entertained doubts about the legal aspect of the question in dispute, they usually took counsel's opinion, and, the facts coming before another legal mind, their client had the benefit of further legal intelligence. Take, for instance, a "boundary question." They all knew the labour and trouble they had in looking up old maps and collecting on the spot the evidence of old people acquainted with the property in dispute, or take an action on contract involving "customs of trade," or, indeed, any other action requiring long and careful investigation. All this should appear on the brief delivered to counsel, and could hardly be prepared by the "industrious clerk." Then there was conference with counsel before the trial, when any doubtful points were discussed, and, if possible, provided for. Counsel when before the court had the solicitor at hand to confer with on the case as it proceeded, and valuable suggestions were often made by the solicitor on points which might escape counsel. Anyone who had had any experience in advocacy knew how difficult it was single-handed to conduct a case before the court. No opportunity was given to take notes of the examination-in-chief, with a view to shape the argument on the evidence given by the witnesses, which often varied from the deposition which had previously been taken. There must always be "desk-lawyers" and advocates. Many able lawyers in their offices were but poor advocates in court; and if the proposed fusion took place, the result would be that a few gifted advocates would have the monopoly of that branch, and would have no time to collect facts and arrange them. In all the large towns local bars were springing up, and even those solicitors who had distinguished themselves as advocates considered it more to the interests of their clients to employ a barrister, who was always in attendance in court, than to conduct the cases themselves. The vote was unanimously carried.

### WOLVERHAMPTON LAW ASSOCIATION.

The forty-first annual general meeting of the association was held on the 16th ult., Mr. F. T. Langley, vice-president, in the chair. The report of the committee was adopted.

Mr. F. T. Langley was elected president, and Mr. T. Dallow vice-president, for the year 1888, and the other officers and committee were elected.

The annual dinner of the society was held on the same day, and was attended by twenty-two members. The county court judge, the stipendiary, and the official receiver were present as invited guests.

The following are extracts from the report of the committee:—

*The Land Transfer Bill.*—Your committee have carefully considered certain questions submitted by the Incorporated Law Society on the present system of conveyancing and the probable effect of compulsory registration. A report has been adopted and forwarded in reply to the Incorporated Law Society.

The following are the answers:—

1. In the opinion of the members of the profession in this neighbourhood generally, it is neither necessary nor expedient to compel registration. Their experience of the working of the Acts at present in force, giving owners the option of registering their titles, proves conclusively that that system has had no beneficial effect. The cost attending the conveyance

of property, the title to which is registered under the existing Acts, are much heavier than cost of transactions with land, the title to which is unregistered. It is found that the average cost of conveyances (excluding stamps), in this district, where the consideration does not exceed £100, is not more than £2 10s.; and, in transactions where the consideration is from £100 to £300, it varies from 3 guineas to 5 guineas; while mortgages not exceeding £300 vary from 2 to 5 guineas. The following is an instance of the working of the present Registration Acts actually occurring in the office of one of the committees:—The purchase-money was £177 15s. 5d., and the quantity of land 1,610 square yards; and the solicitor agreed to charge £3 3s., exclusive of stamps, acting for both parties, the vendor paying nothing. The deeds were handed to him on the 10th of March, 1882, and, in the ordinary course, the matter would have been completed on the 27th of March, when the deed was signed. Owing to the title being registered, the conveyance had to be registered and this delayed final settlement till the 14th of June, although London agents made constant calls to expedite matters. The additional costs paid by the vendor were:

	£ s. d.
London Agents	3 3 0
Registry Fees ...	3 8 5

or an increase over usual charges of ... £6 11 5

—rather more than 200 per cent. The agency charges were what the solicitor estimated; he actually had to pay no profit charges for himself, and he made no charges for his additional work in the country. The time occupied in transacting the business was three months instead of eleven days. Cases in which the vendor pays no costs at all, where the same solicitor acts for both vendor and purchaser, are numerous. It is impossible to conceive that, under any system of registration, the costs must not greatly exceed the charges above given for deeds relating to unregistered properties. The proportion of transactions under £300 to the general conveyancing business in the district is probably at least one-half.

2. The committee can discover no advantage to the grantor in getting on the register. As appears from the last paragraph, he is often able to dispose of his property without any expense to himself, whereas, if he were obliged to register, the cost of registration would become a serious imposition on the land, and must affect and depreciate its marketable value.

3. County court districts are well defined, and, your committee suggest, would be most convenient for registration districts. Centralization would be most objectionable. The delay and expense incident to such a system would be simply intolerable.

4. Some such system as that proposed for confirmation of titles would practically be the only mode of getting an indefeasible title, at any rate in the great majority of small properties, for it would be in very few instances only that the owner could verify his title for the statutory period. This in itself would be a serious evil, as the fact of having to register with a possessory title only would be considered to imply some defect in the title, and this the committee consider one of the strongest objections to the proposed system of registration.

5. The committee approve generally the alterations and amendments of the law contemplated by the Bill.

6. The position of solicitors will chiefly depend on the Rules of Court to be made under the Act, but it is feared that the tendency will be to transfer the natural and legitimate business of solicitors into the hands of officials, as has been the case under the last Bankruptcy Act. The committee think this ought not to be without clear evidence that it is for the benefit of the general public; such evidence, they submit, is not forthcoming.

*Trustees' mortgage investments.*—At the suggestion of the Hull Incorporated Law Society, your committee have passed the following resolution:—“That in the opinion of this committee it is desirable that, in view of the recent decisions of the court in which it has been in effect laid down that only half the value may be advanced upon house property, whereas it has been generally understood that two-thirds of the value might with safety be advanced, the Incorporated Law Society should be requested to promote such legislation as they think best to indemnify trustees in respect of past *bond fide* investments, and to extend in some measure the limit for such investments as at present defined, and that a copy of this resolution be forwarded to the secretary of the society.” Nothing more has transpired in reference to this subject.

## LAW STUDENTS' JOURNAL.

### CALLS TO THE BAR.

**LINCOLN'S INN.**—The undermentioned gentlemen were on the 26th ult. called to the degree of Barrister-at-Law:—Arthur Weekes, M.A., Oxford; Gerald Clayton East Pelham Gordon, M.A., Oxford; James Volant Wheeler, LL.M., Cambridge (Lincoln Inn's Scholarship in International and Constitutional Law, 1884); Namasivayam Tyagaraja, Christ's College, Cambridge; Geoffrey Drage, B.A., Oxford; Frederick Gardner Hopkins, B.A., Cambridge; Hewitt Bostock, B.A., Cambridge; Behramji Colabaivala Rustamji, University of Bombay; Ernest Wynne Martelli, B.A., Cambridge; Edward Talbot, M.A., LL.B., Victoria University, Manchester; Mowbray Frederick Vivian James Arthur Webber; Alan Rotherham, B.A., Oxford (Lincoln's Inn Scholarship in Real and Personal Property, Law and Equity, 1887); Ronald John M'Neill, B.A., Oxford; Herman Kossuth Burney, B.A., Cambridge; Charles Carrington Hensley, New College Oxford; Henry Ellice Lees, B.A., Cambridge; John

Mortimer Davis, University of London; Alfred Edward Randall, University of London; John Murray Duncan, University of Edinburgh; and William Campbell Guest, of Melbourne, Australia, a member of the Victorian bar.

**INNER TEMPLE.**—John Barnes Newton, B.A., Cambridge; Henry Griffith Cheshire, M.A., Oxford; Henry Yarde Buller Lopes, Oxford; Edward Maurice Hill, B.A., Oxford; Frederick William Spinks, Oxford; Lawford Andrews, B.A., Oxford; Herbert William Wrangham Wilberforce, B.A., LL.B., Cambridge; Ernest Le Sueur, B.A., Oxford; John Henry Roskill, M.A., Oxford; Gerald Fitzroy Holder, LL.B., Cambridge; Sigismund Ferdinand Mendel, B.A., Oxford; Herman Albert Loos, Cambridge; John Carbery Evans, B.A., Oxford; Edward Fitzbert Gwawas Carlyon, B.A., LL.B., Cambridge; Alfred Hughes, B.A., Cambridge; John Finnis Lynch, Oxford; Edward Digby Hildyard, B.A., Cambridge; William Alexander Dorsey Bell (holder of a scholarship in Real Property Law awarded July, 1887), B.A., Cambridge; Frank George Underhay (holder of a scholarship in Equity awarded July, 1887), B.A., Cambridge; Kenneth Campbell Da Costa, B.A., Oxford; James Arthur van Langenberg, London; Henry Schultess-Young, Oxford; James Manuel (associate, King's College, London); David Hope Kyd; and Lionel Barlow, B.A., Cambridge.

**MIDDLE TEMPLE.**—Alexander Frater, M.A., Aberdeen University, F.R.G.S.; H.M.'s Consul Kiungchow, China; Francis Beeby; Charles Edward Troup, B.A., Balliol College, Oxford; Kumud Nath Sen Gupta; Patrick George Carrill, London University; Harry Kingdon; Henry Thomas Hubert Hewetson, B.A., LL.B., Trinity College, Dublin; Cecil Morton Raddock, King's College, London; Pandit Shan Lall; Sydney Maddock Robinson, B.A., Brasenose College, Oxford; Joseph Thornton Harrison; Charles Frederick Lowenthal; John Henry Caunter; John William Fowke; William Melville; Harvey Mee, £50 Equity Council of Legal Education Prize; Charles James Jackson, £25 Common Law Council of Legal Education Prize; Eusuff Ali Khundkar, Calcutta University, £15 Real and Personal Property Council of Legal Education Prize; Elangsi Seni Wasaga Senath Raja, LL.B., University of France, Faculté de Droit; Lakshmi Narayana; Cecil Radford Lee.

The following Scholarships, awarded by the Treasurer and Masters of the Bench to Students of the Honourable Society of the Middle Temple, were announced in Hall, viz.:—Real and Personal Property.—E. R. Koek, a first-class scholarship of 50 guineas; the second-class scholarship of 20 guineas not awarded. Common and Criminal Law.—Chan Toon, a first-class scholarship of 50 guineas; G. C. Smith, a second-class scholarship of 20 guineas. Equity.—M. R. Zorab, a first-class scholarship of 50 guineas; W. E. Vernon, a second-class scholarship of 20 guineas. International and Constitutional Law.—W. H. Moore, a first-class scholarship of 50 guineas; H. P. Wilkinson, a second-class scholarship of 20 guineas.

**GRAY'S INN.**—Charles Herbert Smith, LL.B., London, first-class studentship, Hilary, 1886, second Roman Law Lecture prize, 1885, and the student who has obtained the highest position at the examination for the Arden Scholarship, 1887; Alfred Isaac Tillyard, M.A., St. John's College, Cambridge; George Portis Price, clerk in the Trinity House; Francis McCarthy, M.A., Queen's University in Ireland, Bacon Scholar, 1885.

## LEGAL NEWS.

### OBITUARY.

**SIR HENRY JAMES SUMNER MAINE, K.C.S.I., LL.D.**, Master of Trinity Hall, Cambridge, died at Cannes on the 3rd inst. from apoplexy. Sir H. Maine was the son of Dr. James Maine, and was born in 1822. He was educated at Christ's Hospital and at Pembroke College, Cambridge, where he graduated as senior classic and first Chancellor's Medallist, and also as a senior optime in 1844. He was subsequently a tutor of Trinity Hall, and he proceeded to the degree of LL.D. He was called to the bar at the Middle Temple in Trinity Term, 1850, and he formerly practised in the Court of Chancery. He was for several years one of the revising barristers for the county of Middlesex, and he was Regius Professor of Civil Law in the University of Cambridge from 1847 till 1854, when he became Reader in Jurisprudence at the Middle Temple. In 1862 he was appointed legal member of the Council of the Governor-General of India, where he remained for about seven years, during the Administration of Lords Lawrence and Mayo. In 1870 he was elected Corpus Professor of Jurisprudence in the University of Oxford, to which a fellowship of Corpus Christi College was attached. In 1871 he was appointed by the Duke of Argyle a member of the Council of the Governor-General of India, which position he retained until his death, and he was about the same time created a Knight Commander of the Order of the Star of India. In 1877 he was elected Master of Trinity Hall, Cambridge, and he shortly afterwards resigned his Oxford Professorship. He was Rede Lecturer at Cambridge in 1875, and he was elected Whewell Professor of International Law about a year ago. He was a Bencher of the Middle Temple, an honorary fellow of Corpus Christi College, Oxford, and a Foreign Associate of the French Academy of Moral and Political Sciences. Sir H. Maine's reputation will rest mainly upon his works on jurisprudence and history, the chief of his books being *Ancient Law*, *The Influence of Eastern Experience on Western Thought*, *Village Communities in East and West*, and *Early History of Institutions*. More recently he had published a work on *Popular Government*. In 1885 he declined, on account of his state of health, the appointment of permanent Under-Secretary of State for the Home Department, and only a few years ago he declined for the same reason to be nominated as M.P. for the University of Cambridge. Sir H. Maine was buried at Cannes on the 7th inst. He was married in 1849 to

his cousin, the second daughter of Mr. George Maine, of Kelso, Roxburghshire, and he leaves two sons. His elder son, Mr. Charles Sumner Maine, was called to the bar at the Middle Temple in Easter Term, 1875, and is now Clerk of Assize on the South Wales and Chester Circuit.

## APPOINTMENTS.

Mr. NATHANIEL NATHAN, barrister, who has been appointed a Judge of the District Court in Jamaica, is the eldest son of Mr. Jonah Nathan, and was born in 1843. He was educated at University College, London, and he graduated B.A. of the University of London in 1861. He obtained a certificate of honour of the first class in November, 1864, and he was called to the bar at the Inner Temple in Easter Term, 1866. He has practised on the Midland Circuit.

Mr. HENRY FRANK GALPIN, solicitor, of Oxford, has been appointed Clerk to the Cowley Burial Board. Mr. Galpin was admitted a solicitor in 1881.

Mr. HENRY WHEELER HIGMAN, solicitor, of St. Austell, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. MILES WALKER MATTINSON, who has been elected M.P. for the Walton Division of the city of Liverpool in the Conservative interest, in succession to Mr. Justice Gibson, is the only son of Mr. Thomas Mattinson, of Newcastle-upon-Tyne. He was called to the bar at Gray's-inn in January, 1877, and he practises on the Northern Circuit. He was appointed Recorder of Blackburn about a year ago.

Mr. SAMUEL FRANCIS STONE, solicitor (of the firm of Stone, Billson, Willcox, & Dutton), of Leicester, has been elected President of the Leicester Incorporated Law Society for the ensuing year. Mr. Stone was admitted a solicitor in 1855.

Mr. BLOMFIELD BURNELL, solicitor, of 10, Fenchurch-buildings, has been elected Chairman of the Tithes Committee in the Court of Common Council. Mr. Burnell was admitted a solicitor in 1835. He is deputy of the Ward of Aldgate, and clerk to the justices of the Tower Division.

Mr. WALTER HENRY WILKIN, barrister, has been elected Alderman of Lime-street Ward. Alderman Wilkin is the only son of Mr. David Wilkin, of Kelvedon Hatch, Essex, and was born in 1842. He was called to the bar at the Middle Temple in Trinity Term, 1875. He has been for twelve years a common councilman for Lime-street Ward. He is Lieutenant-Colonel of the 3rd Middlesex Artillery Volunteers.

Mr. Wm. NEGUS, solicitor, of 67, Lincoln's-inn-fields, London, has been appointed a Commissioner of the High Court of Judicature for the North-Western Provinces of India, to take affidavits or declarations in all proceedings therein, and also to take acknowledgments of married women in respect of property in India.

## GENERAL

At the banquet on the 3rd inst. to Sir H. James, the Lord Chancellor took occasion to refer to the suggested alteration in the position of the bar with respect to the mode of conducting judicial and forensic business. He added:—I wish to say, with reference to my distinguished and excellent friend the Solicitor-General, that he is entitled to his opinions. He speaks with perfect independence, and I think I ought to add that, in speaking as he does, he speaks his own views and not the views of Her Majesty's Government. I am obliged to you for having allowed me to make that little disclaimer, being the only Cabinet representative here to-night.

Upon Judge Bayley taking his seat on Tuesday morning in the Westminster County Court, Mr. Taylor, the senior solicitor practising at the court, congratulated his honour upon the attainment of his eightieth birthday. He trusted that he would be spared to preside over the court for many years to come. His honour briefly replied and thanked Mr. Taylor for his remarks. Forty years have elapsed since Judge Bayley first sat in this court.

At a meeting of the London Common Council on the 2nd inst., the Town Clerk read a communication from Mr. Commissioner Kerr, asking for a reply to a letter requesting a reconsideration of the duties and emoluments of his office, laid before the court in September, 1885. It was stated that the object of the commissioner was to obtain the assent of the court to the appointment of an Assistant Judge, or to be relieved of his duties as a Commissioner of the Central Criminal Court. These requests had virtually been declined. The court decided, on the motion of Mr. J. E. Sly, to refer the matter to a special committee for consideration. Mr. Judd gave notice that he should move to refer to the same committee the subject of the action of Mr. Commissioner Kerr in closing his court throughout September last, as he proposed to do again this year.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon. Feb. 13	Mr. Godfrey	Mr. Leach	Mr. Pemberton	Mr. Rolt
Tuesday ... 14	Rolt	Beal	Ward	Godfrey
Wednesday 15	Ward	Leach	Pemberton	Rolt
Thursday ... 16	Pemberton	Beal	Ward	Godfrey
Friday ... 17	Koe	Leach	Pemberton	Rolt
Saturday ... 18	Clowes	Beal	Ward	Godfrey

	Mr. Justice NORTZ.	Mr. Justice STIRLING.	Mr. Justice KINGWICH.
Monday, February..... 13	Mr. Carrington	Mr. Lavie	Mr. Clowes
Tuesday ..... 14	Jackson	Pugh	Koe
Wednesday ..... 15	Carrington	Lavie	Clowes
Thursday ..... 16	Jackson	Pugh	Koe
Friday ..... 17	Carrington	Lavie	Clowes
Saturday ..... 18	Jackson	Pugh	Koe

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Feb. 8.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BRADFORD DISTRICT STEAM TRAMWAYS, LIMITED.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Henry Kendrick, 10, Pancras Lane. Tuesday, March 6 at 12, is appointed for hearing and adjudicating upon debts and claims;

HOME TREASURE WASHING MACHINE CO., LIMITED.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Arthur Edmund Palmer, 112, Wood St., Wednesday, March 7 at 12, is appointed for hearing and adjudicating upon the debts and claims

MERSSINA ADANA CONSTRUCTION CO., LIMITED.—Stirling, J., has fixed Wednesday, Feb 15 at 12, at his chambers, for the appointment of an official liquidator

NATIONAL STANDARD LAND, MORTGAGE, AND INVESTMENT CO., LIMITED.—Petition for winding up, presented Feb 2, directed to be heard before Stirling, J., on Saturday, Feb 11. Ashurst & Co, Old Jewry, solvors for petitioners

PATENT CABLE TRAMWAYS CORPORATION, LIMITED.—Chitty, J., has fixed Monday, Feb 13 at 12.30, at his chambers, for the appointment of an official liquidator

QUEENSLAND MERCANTILE AND AGENCY CO., LIMITED.—North, J., has fixed Monday, Feb 13 at 12, at his chambers, for the appointment of an official liquidator

## FRIENDLY SOCIETIES DISSOLVED.

CATHERINE STREET PRESBYTERIAN CHURCH FRIENDLY SOCIETY, Lecture Room of Presbyterian Church, Catherine St, Liverpool. Jan 31

*London Gazette*.—TUESDAY, Feb. 7.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ROYAL HOTEL, VENTNOR, LIMITED.—By an order made by Chitty, J., dated Jan 28, it was ordered that the company be wound up. Powles, Guildhall Chambers, solvors for petitioners

WEST INDIES WATER RIGHTS ASSOCIATION, LIMITED.—Chitty, J., has, by an order dated Dec 1, appointed Alexander Levin Secretan, 6, Gt Winchester St, to be official liquidator

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

MACLAREN & APPLEYBEE, LIMITED.—Petition for winding up, presented Feb 2, directed to be heard before Vice-Chancellor Bristow at St George's Hall, Liverpool, on Feb 16 at 11. Gardner & Son, Manchester, solvors for petitioners

## FRIENDLY SOCIETIES DISSOLVED.

HUSKISSON FRIENDLY SICK SOCIETY, 55, Benfield St, Scotland Rd, Liverpool. Feb 1

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

*London Gazette*.—FRIDAY, Feb. 3.

HARRISON, BENJAMIN, South Petherton, Somerset, Yeoman. March 1. Wines v Harrison, Chitty, J. Poole, South Petherton

*London Gazette*.—TUESDAY, Feb. 7.

HOYLE, WILLIAM FRETWELL, Maltby, York, Gent. March 10. Clark v Hoyle, North, J. Brown, Rotherham

COE, JOHN BENJAMIN, Cardiff. March 1. Coe v Coe, Chitty, J. Evans, Cardiff

PICKTHALL, JOHN, New Ferry, Chester. Master Mariner. March 8. Morrow v Edwards, Registrar, Liverpool. Harper, Liverpool

SHEPHERD, THOMAS, Beverley, Yorks, Gent. March 1. Shepherd v Shepherd, Stirling, J. Silvester, Beverley

SUTTON, ELIZA ELIZABETH, Streatham, Surrey. March 5. Sutton and others v Sutton, Stirling, J. Neal, Gt Winchester St

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Jan. 20.

ADKINS, GEORGE CALB, Lightwoods, Smethwick, Stafford, Esq. March 15. Mathews & Co, Birmingham

BEE, MONTAGUE, Esq. Q.C. and Judge of the County Court of Cornwall. Feb 18. Tilly, Falmouth

BROWNING, WILLIAM JAMES, Barthomew-close, Merchant. March 1. G. H. K. & G. A. Fisher, Essex-street

CRAGG, HANNAH, Foxholes-road, near Whitehaven, Cumberland. Feb 10. Brockbank & Co, Whitehaven

CRAWFORD, THOMAS, Littleton, Durham, Esq. March 31. Maddison, Durham

CUFFLEY, THOMAS NAUTON, Church-hill, Walthamstow, Esq. March 1. Houghtons & Byfield, Gracechurch-street

DRELLY, SIMON, Derby-in-the-Dale, Derby, Retired Stone Merchant. May 1. F. & H. Taylor, Bakewell

GATT, THOMAS OLARD, West Horrington, near Wells, Somerset, Yeoman. March 25. Harte, Wells

GRAHAM, GEORGE, Chapel-street, Birkenhead, Joiner. Feb 21. Francis, Birkenhead

HACKMAN, LEONARD LUDWIG, St. Clair's-terrace, Fratton, Pharmaceutical Chemist. Feb 28. Harvey, Landport

HALL, MARIA, Addison-gdns north, Kensington. Feb 20. Reed & Reed, Guildhall Chambers

HOWARD, HENRY, Blackstock Rd, Highbury, Chemist. Feb 20. Wolferstan & Avery, Ironmonger Lane

JEANES, WILLIAM, Piddington, Dorset, Yeoman. Feb 20. Symonds & Sons, Dorchester

JONES, ANNE, Manchester Rd, Southport. March 1. Hughes, Wrexham

KEENES, MARY, St Peter's Rd, Mile End. Feb 26. Webb, St Peter's Rd, Mile End Rd

LATHAM, Rev FREDERICK, Helpington, Lincoln, Clerk in Holy Orders. March 20. Peake & Co, Sleaford

LEACH, EDMUND, Wardle, nr Rochdale, Lancaster, Flannel Manufacturer. Feb 29. Jackson & Godby, Rochdale

MARTIN, RICHARD, Hamilton, Wentworth, Ontario, Canada, one of Her Majesty's Counsel. March 1. Rowcliffes & Co, Bedford row

MATHERS, SAMUEL TILLY, Thames Ditton, Surrey, Builder. March 31. Aston, Gresham House, Old Broad st

MOXON, WILLIAM, Shipston on Stour, Worcester, Esq. March 10. Barough, Draper's gdns, E.C.

MUSGRAVE, SIMEON, Bond-street, Leeds, Wool Merchant. April 7. North & Sons, Leeds

NEWALL, CHARLES, St. Andrew's-terrace, Vauxhall-bridge-road. Feb 18. Yielding & Co, Vincent-square

PAGE, MARY, Wolverhampton. March 1. Shelton & Co, Wolverhampton.

PEDDIE, MARGARET, Bedford-street south, Liverpool. January 31. Barrell & Co, Liverpool

PHILLIPSON, JANE, Richmond-terrace, Chichester. Feb 29. Sowton, Chichester

PICKARD, JOSEPH, Gaol lane, Halifax, Yorks, Bobbin Manufacturer. March 1. Boocock, Halifax

PLATT, THOMAS, Lancaster rd, Preston, Lancaster, Gent. Feb 13. Clarke, Preston

PURCHASE, HOUGHTON, Southgate rd, Winchester, Gent. March 17. Godwin, Winchester

RATCLIFFE, GEORGE HENRY, Stratford rd, Birmingham, Furniture Dealer. March 18. Ryland & Co, Birmingham

RAYNER, ROBERT, West Avenue, Walthamstow, Essex, Builder. March 1. T & F P Badeley, Leadenhall st

ROBBETS, DAVID, The Cooperage, Tottenham, Cooper. Feb 23. Peckham & Co, Knightbridge st

SAWTELL, SAMUEL, St James', Barton, Bristol, Working Jeweller. Feb 29. Perham, Bristol

SCORER, SUSAN, Piccadilly. Feb 16. G H K & G A Fisher, Essex st

SHAW, ELIZABETH, Newcastle on Tyne. Feb 20. Dodds & Co, Stockton on Tees

TURNER, REUBEN, East parade, Newcastle upon Tyne, Artist. Feb 29. Watson & Dendy, Newcastle upon Tyne

TEESDALE, CHARLES PERGRINE, Pall Mall, late a Major in Her Majesty's Army. Feb 16. Maples & Co, Frederick's pl, Old Jewry

VAUGHAN, JOHN, Eardisley, Hereford, Butcher. Feb 12. Temple & Philipin, Kington, Herefordshire

WATSON, HENRY, High bridge, Newcastle upon Tyne, Manufacturing Engineer and Founder. Feb 29. Deas & Thompson, Newcastle upon Tyne

WENMAN, RICHARD GUY, Valley Wood, Chobham, Surrey, Gent. Feb 29. Paine & Brettell, Chertsey

WHITING, WILLIAM HENRY, Boulogne sur Mer, Esq. Feb 25. Hatt & Co, Lincoln's inn fields

WILLIAMS, GRIFFITH HENRY, Castle bldgs, Llanfairfechan, Carnarvon, Draper. March 20. Rowland, Bangor

*London Gazette*.—TUESDAY, Jan. 21.

ADCOCK, EDWARD, Old Chester-road, Erdington, Warwick. March 2. Tarleton & Butlin, Birmingham

ALCOCK, SAMUEL, Tunstall, Stafford, Provision Dealer. Feb 21. Salt, Tunstall

ALLEN, THOMAS WILLIAM, Whitway House, near Newbury, Berks, Gentleman. March 1. Pattison & Co, Queen Victoria-street

ANDERSON, WILLIAM DANSON, Chew Magna, Somerset, formerly a Commander in the service of the Peninsular and Oriental Steam Navigation Company. Feb 25. Kimber & Co, Lombard-street

BOTTERILL, JOHN, Leeds. Feb 28. Dale, Leeds

BOWE, JOSEPH, Bridge-lane, Preston, Lancaster, Pawnbroker. Feb 7. E. Dean & Son, Preston

BRIDDON, ENSOR, Walton Pottery, New Brampton, nr Chesterfield, Earthenware Manufacturer. March 20. Stanton, Chesterfield

CLARKE, WILLIAM, Gutter lane. March 10. Gard & Co, Gresham bldgs

COLMAN, WALTER, Joseph Park rd, Belvedere, Kent, Cork Broker and Cork Merchant. Feb 28. Eastwood, Bishopsgate st

DAVIS, CHARLES, Chesilborne, Dorset, Gent. March 1. Andrews & Co, Dorchester

DAVIES, WILLIAM, High st, Conway, Carnarvon, Boot and Shoe Maker. March 1. Chappell & Griffith, Golden sq

EDWARDS, MARY, Lightwood Green, nr Overton, Flint. March 1. Hughes, Wrexham

ELLES, JAMES JOHNSON, East Farleigh, Kent, Esq. March 1. Monckton & Son, Maidstone

ENGLAND, THOMAS THORNBERRY, Colne, Lancaster, Esq. Feb 28. Hartley, Colne, Lancs

EVANS, TIMOTHY, Courtland ter, Merthyr Tydfil, Retired Draper. March 25. Frank James & Sons, Merthyr Tydfil

FAWCETT, JOHN, Park st, Kingston upon Hull, Currier and Leather Merchant. Feb 23. Jordonson, Hull

FRANCIS, SILVANUS, Constantine, Cornwall, Farmer. March 3. Bullmore, Falmouth

GIBSON, ADAM, Dicconson st, Wigan, Draper. Feb 16. Wilson, Wigan

GRIFFITH, PHILIP, Prince's Hotel, Brighton, Esq, CB. March 1. Finch & Co, Gray's inn sq

HARRISON, JOHN, The Square, Stockton on Tees, Esq. Feb 1. Tweedy, Stockton on Tees

HINDLEY, PETER, Broad lane, Burtonwood, Lancaster, Foreman Moulder. March 16. Ansdell & Eccles, St Helens

HOWARD, THOMAS, Choumet rd, Peckham, Gent. Feb 29. Rogers & Clarkson, Walbrook

LAX, DAVID, Grassington, York, Innkeeper. Feb 27. G E Wright & Charlesworth, Skipton

LEON, HOARIO SIMPSON, Rue Rouget de l'Isle, Paris, and of Billiter st, Merchant. April 2. Simpson & Collingford, Gracechurch st

LOVE, MARTHA, Shakespear rd, Stoke Newington. Feb 29. Dean, Walbrook

NETHERWOOD, ANN, High Wycombe. Feb 20. Holmes, King st

NEW, HENRY, Norlington, Preston, Brighton, Doctor of Medicine. March 2. Druses & Attice, Billiter sq

NOON, GEORGE, Leigh rd, Highbury, Gentleman. March 26. Noon & Clarke, Great St Helens

NORRIS, CHARLES EDWIN, Waterloo crescent, Savile rd, Halifax, Gent. March 6. Pilgrim & Phillips, Colemans st

PRICE, JOHN, Thomas st, Thomas Town, Merthyr Tydfil, Horse Dealer. March 25. Frank James & Sons, Merthyr Tydfil

REYNOLDS, ELIZA, Wellington sq, Hastings. March 12. Sawbridge & Son, Aldermanbury

ROGERS, JOHN, Southend, The Mumbles, Swansea, Gent. April 1. Shirley & Son, Cardiff

SANSON, ELIZABETH, Dingle lane, Liverpool. Feb 21. Payne & Frodsham, Liverpool

STURGE, SUSANNAH, otherwise SUSANNAH FIFIELD, Reservoir rd, Erdington, nr Birmingham. March 1. Ansell & Ashford, Birmingham

TAYLOR, WILLIAM, Catherine st, Liverpool, Gent. March 1. Norris & Sons, Liverpool

TROTTER, REV COUTTS, Fellow and Vice Master of Trinity College in the University of Cambridge. March 24. Fosters & Lawrence, Cambridge

WILCOX, EDWARD WILLIAM, Bexley Heath, Kent, Gent. Cooper & Walker, Bexley lane

WRIGHT, WILLIAM, Stand Farm, Croxteth, West Derby, Lancaster, Farmer. March 1. Norris & Sons, Liverpool

*London Gazette*.—FRIDAY, Jan 27.

ADAMS, THOMAS, Mount Blackwood, Ballarat, Australia. March 3. King & Luslow, Birmingham

BARREY, MARY ANN, Marylebone rd. March 8. Knapp, Marylebone rd

BATCHELOR, SARAH, Rye. March 26. Daves, Rye

BURSLEM, THOMAS, South Hill house, Claygate, Surrey, Millwright. Feb 25. Young, Queen Victoria st

BUSHELL, SAMUEL HARLEY, Tivoli st, Cheltenham, Gent. March 1. Crowdy & Co, Serjeant's inn, Fleet st

CARNES, GEORGE, Northwich, Chester, Stationer. Feb 28. A & J E Fletcher, Northwich

CARSON, MARY, Leeds, York. Feb 21. Bond & Co, Leeds

CAVAN, Right Hon FREDERICK JOHN WILLIAM, Earl of, Lodge, Weston super Mare, Somerset. Feb 27. Nisbet & Daw, Lincoln's inn fields

CHAMBERLAIN, BENJAMIN, Belvedere rd, Lambeth, Carman and Contractor. March 12. Easton, Lion house, Walworth

CHOWNE, MARIANNE, Westbourne terr, Hyde pk. March 1. Lewin & Co, Southampton st

COUSINS, JAMES, Old st, St Luke's, Coffee house keeper. Feb 29. Merchant, King's Bench walk

DUNCAN, ADDISON, Craven Hill gdns, Bayswater, Gent. March 9. Lowless & Co, Martin's lane

GIBSON, WALTER JOSEPH, Singen, Hereford, Esq. March 1. Ravenscroft & Co, John st, Bedford row

GOODCHILD, CAROLINE, St Anne's ter, St John's Wood. Feb 29. Collyer-Britton & Co, Bedford row

GREENE, Rev THOMAS HUNTLEY, Clayton Rectory, Bucks, Clerk in Holy Orders. Feb 29. Russel, Mitre et chbres

GRIFFITHS, DAVID, Ruthin gdns, Cardiff, Gent. Feb 21. Morgan & Scott, Cardiff

HINGSTON, ELIZABETH, Camden rd. Feb 25. Carr & Martin, Gt Tower st

HEWARD, JAMES, Henry st, Sheffield. March 1. Arnold Muir Wilson, Sheffield

JONES, ELIZABETH, Olinda, Rhyl, Flint. March 12. Sisson & George, Rhyl

LAWRENCE, HENRY, Camden gdns, Richmond, General of Her Majesty's Army in India. March 16. Brundrett & Co, King's Bench walk

LEADBETTER, HANNAH, Rose Inn, Herne Bay, Licensed Victualler. March 10. Sankey & Flint, Canterbury

LOEGLINER, LOUIS, Cannon st rd, Tailor. Feb 29. Scott, Austin friars

MACHEM, COL JOHN, Lillington Lodge, Leamington, Warwick. March 15. Field & Sons, Leamington

MELLOR, Right Hon Sir JOHN, Sussex sq, Hyde pk, Knight. March 10. Hollams & Co, Mincing lane

MITCHELL, CAMPBELL, Macleay st, Sydney, New South Wales, Esq. March 16. Elliott, Lombard st

MITCHELL, Sir THOMAS LIVINGSTONE, Darling Point, nr Sydney, New South Wales, Knight, Colonel in Army. March 16. Elliott, Lombard st

MITCHELL, THOMAS OCTAVIUS, Parkhall, Camden, N.S.W., Gent. March 16. Elliott, Lombard st

MOSELEY, ARTHUR, Northwold rd, Upper Clapton, China and Glass Dealer. Feb 24. Paterson & Sons, Bouverie st, Fleet st

OSBORN, THOMAS WILLIAM, Aberystwith, Gent. Feb 29. Kinch, Deddington, Oxford

PARKER, JOHN OXLEY, Woodham Mortimer Place, nr Maldon, Essex, Esq. March 21. Newton & Co, Victoria st

ROSTON, JOHN, Ramsbottom, Lancaster, Cotton Manufacturer. Feb 20. Grindly, Bury

SEMON, LOUISE JOHANNE ANGELA, Westbourne terr, Hyde park. March 24. Atkinson, Bradford

SMYTH, JOSEPH HOSKYN, Western rd, Brighton, Fancy Draper. Feb 25. Phillips, Gresford House, Old Broad st

SNOWDEN, THOMAS HODGES GROVE, Chapel pl, Ramsgate. March 12. Wotton, Ramsgate

STEVENS, MINNIE, Canterbury st, New Brompton, Kent. Feb 29. Copland, Sheerness

TAYLOR, THOMAS HIBBERT, Leaf sq, Pendleton, Lancaster, Manufacturing Chemist. March 1. Ormerod & Allen, Manchester

THORN, GEORGE EDWARD, Warwick House, New Hampton, Gent. March 1. White, Raymond bridge

UMPHREY, MARIA ELIZABETH INNES, Hill House, Belstead, nr Ipswich. Feb 27. Nisbet & Daw, Lincoln's inn fields

WALKER, ELLEN, Clifton ter, Queen's walk, Nottingham. March 10. Martin & Sons, Nottingham

WARREN, Right Hon GEORGE, Baron DE TABLEY, Tabley House, Chester. Feb 25. Trafford & Cook, Northwich

WILSON, GEORGE, Dunham on Trent, Nottingham, Joiner. March 1. Marshalls & Robinson, East Retford

WARNING TO INTENDING HOUSE PURCHASERS AND LESSERS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

#### BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, Feb. 2.

#### RECEIVING ORDERS.

ALMOND, WILLIAM THOMAS, Stockport, Tailor. Stockport. Pet Jan 30. Ord Jan 30

ARNOLD, FREDERICK, Streatham, Schoolmaster. Wandsworth. Pet Jan 31. Ord Jan 31

BARNETT, ISAAC, Pembroke Dock, Dairy Farmer. Pembroke Dock. Pet Feb 1. Ord Feb 1

BOYD, JAMES STUART, Castle Cary, Somerset, Gent. Yeovil. Pet Jan 31. Ord Jan 31

BRIGHTY, WILLIAM, Hockering, Norfolk, Grocer. Norwich. Pet Jan 30. Ord Jan 30

BROADERIDGE, JAMES WILLIAM, St Leonard's on Sea, Bookseller. Hastings. Pet Jan 30. Ord Jan 30.

BROWN, THOMAS, and SAMUEL BROWN, Melton Mowbray, Tailors. Leicester. Pet Jan 30. Ord Jan 30.

CARRUTHERS, JOHN, Bishop's rd, Victoria pk, Tailor. High Court. Pet Jan 5. Ord Jan 31.

COLLIER, JOHN, York, Butcher. York. Pet Jan 31. Ord Jan 31.

DAVIES, THOMAS, Leigh, Lancs, Grocer. Bolton. Pet Jan 30. Ord Jan 30.

DAWSON, JONATHAN, Thurton, Norfolk, Farmer. Gt Yarmouth. Pet Jan 20. Ord Feb 1.

DEAN, GEORGE, Newport, Salop, Commercial Traveller. Stafford. Pet Jan 31. Ord Jan 31.

DELHAYE, CHARLES, Deansgate, Manchester, Translator of Modern Languages. Manchester. Pet Jan 30. Ord Jan 30.

DELAUEN, EUGENE THOMAS ANDREW, High st, Wimbledon, Hairdresser. Kingston, Surrey. Pet Jan 30. Ord Jan 30.

DINGLE, FRANK RICHARD, Cardiff, Boot Dealer. Cardiff. Pet Jan 28. Ord Jan 28.

EVERILL, ALFRED, address unknown, Fine Art Dealer. High Court. Pet Jan 14. Ord Jan 28.

FAULKNER, JOHN, Manchester, Electric Engineer. Manchester. Pet Feb 1. Ord Feb 1.

FENDICK, HARRY, Chiswell st, Draper. High Court. Pet Jan 31. Ord Jan 31.

FLETCHER, JAMES, Sheffield, Silversmith. Sheffield. Pet Jan 30. Ord Jan 30.

GIBSON, CHRISTOPHER, Kendal, Builder. Kendal. Pet Jan 30. Ord Jan 30.

GILL, ROBERT THOMAS, Grange in Kirk, Deighton, Yorks, Farmer. York. Pet Jan 30. Ord Jan 30.

HALL, FRANCIS, Whitley, Yorks, Watchmaker. Stockton on Tees and Middlesbrough. Pet Jan 28. Ord Jan 28.

HALL, ROBERT, Bolton, Oil Merchant. Bolton. Pet Jan 16. Ord Jan 30.

HARRISON, GEORGE, Holme upon Spalding Moor, Yorks, Innkeeper. Kingston upon Hull. Pet Jan 31. Ord Jan 31.

HAY, JOHN, Mansfield st, Hackney rd, Publican. High Court. Pet Jan 17. Ord Feb 1.

HAYWELL, JOHN WILLIAM, Gt Windmill st, Haymarket, Baker. High Court. Pet Feb 1. Ord Feb 1.

HOGGARTH, WILLIAM, Filey, Yorks, Cowkeeper. Scarborough. Pet Jan 31. Ord Jan 31.

HOLDING, TOM HARRY, West Bromwich, Painter. Oldbury. Pet Jan 31. Ord Jan 31.

HOULSTON, WALTER, Barrow in Furness, Draper. Ulverston and Barrow in Furness. Pet Jan 18. Ord Jan 30.

HUGHES, THOMAS, Chester, Builder. Chester. Pet Jan 30. Ord Jan 30.

JACKSON, FREDERICK, Huddersfield, Waste Opener. Huddersfield. Pet Feb 1. Ord Feb 1.

JAMES, WILLIAM, Salford, Lancs, Baker. Salford. Pet Jan 28. Ord Jan 30.

JONES, AERL, Abergele, Denbighshire, Butcher. Bangor. Pet Feb 1. Ord Feb 1.

JONES, RICHARD, Grendon Common, nr Atherstone, Carrier. Birmingham. Pet Jan 31. Ord Jan 31.

JONES, WILLIAM OLIVER, Newtown, Montgomeryshire, Ironmonger. Newtown. Pet Jan 30. Ord Jan 30.

KENNION, THOMAS ROBERT, Leicester, Theatrical Manager. Nottingham. Pet Jan 30. Ord Jan 30.

KING, ELLI, Honiton, Baker. Exeter. Pet Feb 1. Ord Feb 1.

MCDONNELL, BRIDGET THERESA, Leamington, Refreshment house Keeper. Warwick. Pet Jan 31. Ord Jan 31.

MILLER, JULIUS SAMUEL, Bell yard, Fleet st, High Court. Pet Jan 30. Ord Jan 30.

MOSELEY, WILLIAM, Wolverhampton, Lock Manufacturer. Wolverhampton. Pet Jan 31. Ord Jan 31.

NICHOLSON, JOHN BROWN, Exeter, out of business. Exeter. Pet Jan 21. Ord Jan 31.

OSBOURNE, JAMES HENRY, Kingston upon Hull, Engineer. Kingston upon Hull. Pet Jan 30. Ord Jan 30.

PHILLIPS, WILLIAM JENKIN, Llanelli, Carmarthen, Grocer. Carmarthen. Pet Jan 31. Ord Jan 31.

PRICE, WILLIAM JAMES, Blackheath, China Dealer. Greenwich. Pet Jan 31. Ord Jan 31.

RICE, THOMAS, Neath, Labourer. Neath. Pet Feb 1. Ord Feb 1.

ROBINSON, JAMES, Heckmondwike, Yorks, Greengrocer. Dewsbury. Pet Feb 1. Ord Feb 1.

ROLPH, GEORGE, Cheltenham, Wine Merchant. Cheltenham. Pet Jan 30. Ord Jan 30.

SALLOWS, SUSANNAH MARIA, Westhall, nr Wangford, Farmer. Gt Yarmouth. Pet Jan 30. Ord Jan 30.

SANDERS, ARTHUR, Stanton Mountfitchet, Essex, Builder. Hertford. Pet Jan 31. Ord Jan 31.

SHIMOLD, JOHN JAMES, Sunderland, Sculptor. Sunderland. Pet Feb 1. Ord Feb 1.

SHIRT, GEORGE EDWARD, New pk rd, Brixton Hill, Oilman. High Court. Pet Jan 30. Ord Jan 30.

SOUTHE, JOHN, Eastnor, Hereford, Farmer. Worcester. Pet Jan 30. Ord Jan 30.

STACEY, FREDERIC, High st, Uxbridge, Ironmonger. Windsor. Pet Jan 30. Ord Jan 30.

TAYLOR, SAMUEL JOHN DAVID, Swanage, Dorset, Butcher. Poole. Pet Jan 30. Ord Jan 30.

THOMAS, DAVID, Swansea, Fruiterer. Swansea. Pet Jan 31. Ord Jan 31.

TIPLADY, ROBERT BEWICK, Gateshead, Butcher. Newcastle on Tyne. Pet Jan 30. Ord Jan 30.

TRIBBOTT, R A, Cockspur st, Charing Cross, Solicitor. High Court. Pet Aug 19. Ord Jan 25.

TURNER, HENRY, Goswell rd, Coffee house Keeper. High Court. Pet Jan 31. Ord Jan 31.

WATSON, LEWIS, and JOSEPH BIRKETT, Cleckheaton, Yorks, Curriers. Bradford. Pet Feb 1. Ord Feb 1.

WOOLLEY, THOMAS, Sheffield, Temperance Hotel Keeper. Sheffield. Pet Jan 31. Ord Jan 31.

The following amended notice is substituted for that published in the London Gazette of Jan. 6.

MERCHANT, JAMES EDWIN, Bibury, Gloucester, Grocer. Cheltenham. Pet Dec 19. Ord Jan 3.

**FIRST MEETINGS.**

BINNS, JOHN, Bradford, Blacksmith. Feb 10 at 12. Off Rec, 31, Manor row, Bradford.

BOUTLE, DANIEL, Swaffham Prior, Cambs, Farmer. Feb 13 at 12. Off Rec, 5, Petty Cury, Cambridge.

BOXELL, NATHAN, Brighton, Gent. Feb 13 at 12. 4, Pavilion bldgs, Brighton.

BROWN, THOMAS, and SAMUEL BROWN, Melton Mowbray, Tailors. Feb 13 at 12. 30. 28, Friar lane, Leicestershire.

CLAYTON, FREDERICK, Sheffield, Grocer. Feb 13 at 2. Off Rec, Figtree lane, Sheffield.

COATES, JOHN, Kingston upon Hull, Mast Maker. Feb 10 at 12. Off Rec, Trinity House lane, Hull.

COLLIER, JOHN, York, Butcher. Feb 13 at 12. Off Rec, York.

COWLEY, PHILIP HEDDEN, Liverpool, Shipowner. Feb 15 at 3. Off Rec, 35, Victoria st, Liverpool.

CRAWFORD, FRANCIS, Jun, Hilderthorpe, Yorks, Fisherman. Feb 10 at 11. Off Rec, 74, Newborough st, Scarborough.

DAVIES, THOMAS, Leigh, Lancs, Grocer. Feb 13 at 3. 16, Wood st, Bolton.

DEAN, GEORGE, Newport, Salop, Commercial Traveller. Feb 21 at 11.30. County Court, Stafford.

DELHAYE, CHARLES, Manchester, Translator of Modern Languages. Feb 13 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester.

ELWORTHY, ALFRED, King's rd, Peckham, Mineral Water Manufacturer. Feb 10 at 12. 33, Carey st, Lincoln's Inn.

FLETCHER, JAMES, Sheffield, Silversmith. Feb 13 at 3. Off Rec, Figtree lane, Sheffield.

GILL, ROBERT THOMAS, Kirk Deighton, Yorks, Farmer. Feb 11 at 10. Off Rec, York.

GOOD, HARRY DANIEL, Dymchurch, Kent, Expenditor. Feb 10 at 3. Saracen's Head Hotel, Ashford.

GOTOBED, WILLIAM CRABBE, Isle of Ely, Cambs, Farmer. Feb 14 at 2.40. Lamb Hotel, Ely.

HALL, ROBERT, Bolton, Oil Merchant. Feb 14 at 11. 16, Wood st, Bolton.

HENDERSON, WILLIAM, Bolton, Confectioner. Feb 11 at 10.30. 16, Wood st, Bolton.

HOWELLS, THOMAS, Dowlais, Glamorganshire, Grocer. Feb 10 at 3. Off Rec, Merthyr Tydfil.

HUGHES, THOMAS, Chester, Builder. Feb 13 at 2. Off Rec, Crypt chambers, Chester.

JACKSON, FREDERICK, Huddersfield, Waste Opener. Feb 15 at 3. Haigh & Son, Solars, New st, Huddersfield.

JAMES, LOUISA JANE, Llanfairpwllgwyngyll, Anglesey, Brewer. Feb 13 at 12. Queen's Head Cofe, Bangor.

JAMES, WILLIAM, Salford, Lancashire, Baker. Feb 13 at 12. Off Rec, Ogden's chbrs, Bridge st, Manchester.

JENNINGS, THOMAS, Liverpool, Grocer. Feb 14 at 12. Off Rec, 35, Victoria st, Liverpool.

JONES, ISHAM RICHARD, Chirk, Salop, Grocer. Feb 14 at 12. County hall, Wrexham.

JONES, WILLIAM OLIVER, Newtown, Mount, Ironmonger. Feb 13 at 1. Off Rec, Llanidloes.

JOWETT, BENJAMIN, Leeds, Advertising Contractor. Feb 13 at 11. Off Rec, 22, Park Row, Leeds.

JOWETT, WILLIAM JOHNSON, Leeds, Glass Writer. Feb 13 at 12. Off Rec, 22, Park Row, Leeds.

KENNION, THOMAS ROBERT, Nottingham, Theatrical Manager. Feb 10 at 3.30. Off Rec, 1, High pavement, Nottingham.

KING, JOSEPH, Rudwick, Sussex, Builder. Feb 14 at 2. King's Head Hotel, Horsham.

LONG, WILLIAM JAMES, Harmston, Lincs, Innkeeper. Feb 14 at 12. Off Rec, 2, St Benedict's sq, Lincoln.

MCLEWEN, KENNETH, Rhyd, Flintshire, Clothier. Feb 15 at 2. Off Rec, Crypt chbrs, Chester.

NORRIS, GEORGE, Traford, Cheshire, Innkeeper. Feb 13 at 3.15. Off Rec, Crypt chbrs, Chester.

RANDELLS, WILLIAM TOM, Coventry, Licensed Victualler. Feb 10 at 10.30. E T Peirson, Off Rec, 17, Hertford st, Coventry.

REED, JOHN, Liverpool, Bootmaker. Feb 14 at 2. Off Rec, 35, Victoria st, Liverpool.

REEVES, JAMES, Runfold, Farnham, Farmer. Feb 13 at 1.30. Townhall, Farnham, Surrey.

RUMMING, JAMES HENRY, Kingston upon Hull, Provision Dealer. Feb 10 at 10. Off Rec, Trinity House lane, Hull.

SMITH, TOM, Coventry, Machinist. Feb 10 at 11.15. E T Peirson, Off Rec, 17, Hertford st, Coventry.

SMITHERS, HENRY, Coventry, Watch Manufacturer. Feb 10 at 10. E T Peirson, Off Rec, 17, Hertford st, Coventry.

SOUTH, JOHN, Eastnor, Herefordshire, Farmer. Feb 10 at 11.30. Court house, Ledbury, Herefordshire.

STAINES, WILLIAM, Upper Sunbury, Grocer. Feb 10 at 11. 16 Room, 30 & 31, St Swithin's lane.

TAYLOR, JAMES, Salford, Lancs, Manager of Sewing Machine Co. Feb 17 at 11.30. Court house, Upper Bank st, Warrington.

TAYLOR, SAMUEL JOHN DAVID, Swanage, Dorsetshire, Butcher. Feb 13 at 12. Red Lion Hotel, Wareham.

TIPLADY, ROBERT BEWICK, Gateshead, Butcher. Feb 13 at 11. Off Rec, Pink lane, Newcastle on Tyne.

WHARFE, PICKLES, Northowram, nr Halifax, Farmer. Feb 11 at 11. Off Rec, Halifax.

WILKINSON, GEORGE, Shipley, Yorks, Coal Merchant. Feb 10 at 11. Off Rec, 31, Manor row, Bradford.

WILLIAMS, EVAN, Pwllheli, Carnarvonshire, Coal Merchant. Feb 13 at 12. Off Rec, Crypt chbrs, Chester.

WILLIAMS, JOSEPH, Cefnmuir, Denbighshire, Collier. Feb 14 at 1. County hall, Wrexham.

**ADJUDICATIONS.**

ALBINO, JOSEPH, Cheltenham, Tobacconist. Cheltenham. Pet Jan 25. Ord Jan 30.

BELL, JOHN, Victoria Dock rd, Easex, Ironmonger. High Court. Pet Jan 25. Ord Jan 30.

BOUTLE, DANIEL, Swaffham Prior, Cambs, Farmer. Cambridge. Pet Jan 12. Ord Jan 31.

BOXELL, NATHAN, Brighton, Gent. Brighton. Pet Jan 27. Ord Feb 1.

COLLIER, JOHN, York, Butcher. York. Pet Jan 31. Ord Jan 31.

DAVIES, THOMAS, Leigh, Lancashire, Grocer. Bolton. Pet Jan 30. Ord Jan 30.

DELHAYE, CHARLES, Manchester, Translator of Modern Languages. Manchester. Pet Jan 30. Ord Jan 30.

DINGLE, FRANK RICHARD, Cardiff, Boot Dealer. Cardiff. Pet Jan 28. Ord Jan 30.

FAULKNER, JOHN, Manchester, Electric Engineer. Manchester. Pet Feb 1. Ord Feb 1.

FLETCHER, JAMES, Sheffield, Silversmith. Sheffield. Pet Jan 30. Ord Jan 30.

FORSTER, GEORGE RICHARD, and ROBERT RUSSELL HYATT, Bermondsey st, Hide Factors. High Court. Pet Dec 28. Ord Jan 31.

GIBSON, CHRISTOPHER, Kendal, Builder. Kendal. Pet Jan 30. Ord Jan 30.

GILL, ROBERT THOMAS, Grange-in-Kirk Deighton, Yorks, Farmer. York. Pet Jan 30. Ord Jan 30.

GOTOBED, WILLIAM CRABBE, Isle of Ely, Cambs, Farmer. Cambridge. Pet Jan 28. Ord Jan 30.

HALL, ROBERT, Bolton, Oil Merchant. Bolton. Pet Jan 16. Ord Jan 31.

HARRISON, GEORGE, Spalding Moor, Yorks, Innkeeper. Kingston upon Hull. Pet Jan 31. Ord Jan 31.

HARVEY, THOMAS, and JAMES JEWKES, Kingswinford, Staffs, Charter Masters. Stourbridge. Pet Jan 23. Ord Jan 30.

HENDERSON, WILLIAM, Bolton, Lancashire, Confectioner. Bolton. Pet Jan 28. Ord Jan 31

HINGEY, EBENEZER JAMES, Bradley, nr Bilston, Manager of Washer Works. Wolverhampton. Pet Jan 18. Ord Jan 31

HOGGARTH, WILLIAM, Filey, Yorks, Cowkeeper. Scarborough. Pet Jan 31. Ord Jan 31

HUGHES, THOMAS, Chester, Builder. Chester. Pet Jan 30. Ord Jan 30

INGRAM, GEORGE, Old st, St Luke's, Stationer. High Court. Pet Jan 28. Ord Jan 31

IRELAND, BENJAMIN, Birmingham, Grocer. Birmingham. Pet Jan 27. Ord Jan 30

JACKSON, FREDERICK, Huddersfield, Waste Opener. Huddersfield. Pet Feb 1. Ord Feb 1

JONES, ABEL, Abergel, Denbigh, Butcher. Bangor. Pet Jan 31. Ord Feb 1

KING, ELL, Honiton, Baker. Exeter. Pet Jan 30. Ord Feb 1

LAYTON, WILLIAM, Old Kent rd, Boot Manufacturer. High Court. Pet Jan 27. Ord Jan 30

MALLARY, ARTHUR, Bradford, Boot Dealer. Bradford. Pet Jan 2. Ord Feb 1

MALTZAHN, BARON (deceased), Shere, Surrey. High Court. Pet May 14. Ord Jan 27

MCEWEN, KENNETH, Rhyl, Flint, Clothier. Bangor. Pet Jan 23. Ord Feb 1

MILLER, JULIUS SAMUEL, Bell yd, Fleet st. High Court. Pet Jan 30. Ord Feb 1

MURRAY, WILLIAM DAVID WRIGHT, Bristol, Tailor. Bristol. Pet Jan 28. Ord Jan 30

OSBOURNE, JAMES HENRY, Kingston upon Hull, Engineer. Kingston upon Hull. Pet Jan 30. Ord Jan 30

POVEY, FREDERICK ROBERT, Andover, Whitesmith. Salisbury. Pet Jan 11. Ord Jan 31

POWELL, LEWIS, Hereford, Architect. Hereford. Pet May 18. Ord Jan 30

RACE, FREDERIC ELIJAH, Bradford, Stoff Merchant. Bradford. Pet Jan 2. Ord Feb 1

REED, JOHN, Liverpool, Bootmaker. Liverpool. Pet Jan 25. Ord Jan 31

RICHMOND, THOMAS, Plumpton, Yorks, Farmer. York. Pet Jan 14. Ord Jan 31

RUMMING, JAMES HENRY, Kingston upon Hull, Provision Dealer. Kingston upon Hull. Pet Jan 10. Ord Feb 1

SALLOWS, SUSANNA MARIA, Westhall, nr Wangford, Suffolk, Farmer. Great Yarmouth. Pet Jan 30. Ord Jan 30

SOUTH, JOHN, Eastnor, Hereford, Farmer. Worcester. Pet Jan 30. Ord Jan 30

TIPLADY, ROBERT BEWICK, Gateshead, Butcher. Newcastle on Tyne. Pet Jan 30. Ord Jan 30

WOOD, WALTER, Delahay st, Gt George st. High Court. Pet July 1. Ord Feb 1

WOOLLEY, THOMAS, Sheffield, Temperance Hotel Keeper. Sheffield. Pet Jan 31. Ord Jan 31

The following amended notice is substituted for that published in the London Gazette of Jan 3.

PALMER, JAMES, Plymouth, Fish Merchant and Curer. Cockermouth and Worthington. Pet Dec 22. Ord Dec 29

The following amended notice is substituted for that published in the London Gazette of Jan 13.

MERCHANT, JAMES EDWIN, Bibury, Gloucestershire, Grocer. Cheltenham. Pet Dec 19. Ord Jan 10

*London Gazette.—TUESDAY, Feb. 7.*

RECEIVING ORDERS.

ALDRICH, BENJAMIN G., St Peter's rd, Kingsland rd, Pianoforte Manufacturer. High Court. Pet Jan 30. Ord Feb 2

ALINGTON, HENRY R., Weeksby, Lincs, Ballast Agent. Great Grimsby. Pet Jan 2. Ord Feb 1

ANSON, ROBERT LADLER, and RALPH ANSON, Sunderland, Boot Dealers. Sunderland. Pet Jan 17. Ord Feb 2

BEVAN, DAVID, Llanguennech, Carmarthenshire, Grocer. Carmarthen. Pet Feb 2. Ord Feb 2

BLOOM, JOHN LOFTY, Hockering, Norfolk, Farmer. Norwich. Pet Jan 30. Ord Feb 4

BOLDING, ALFRED, Harrow, Grocer. St Albans. Pet Feb 1. Ord Feb 1

BOSWELL, FREDERICK, Birmingham, out of business. Birmingham. Pet Feb 2. Ord Feb 2

COOPER, FREDERICK EDWARD CHARLES, Cornwall rd, Bayswater, no occupation. High Court. Pet Feb 3. Ord Feb 3

CURTIS, GEORGE, Felixstowe, Suffolk, Hotel Manager. Ipswich. Pet Feb 2. Ord Feb 2

DAVIES, JOHN LEWIS, Dowlais, Glamorganshire, Grocer. Merthyr Tydfil. Pet Jan 31. Ord Jan 31

DAY, WILLIAM THOMAS MORGAN, Stoke Ash, Suffolk, Farmer. Ipswich. Pet Feb 3. Ord Feb 3

FAIREY, SAMUEL CHARLES, and ANDREW ROBERT LUMSDEN, Wolverhampton, Tea Dealers. Birmingham. Pet Feb 3. Ord Feb 4

GREENHILL, EDWARD GEORGE, Kinson, Dorset, Gent. Poole. Pet Feb 2. Ord Feb 2

GREENWOOD, ALFRED, and JOSIAH CROWTHER, Sowerby Bridge, nr Halifax, Woollen Manufacturers. Halifax. Pet Feb 4. Ord Feb 4

HALL, GEORGE, Leicester, Builder. Leicester. Pet Feb 3. Ord Feb 3

HICKMAN, JOSHUA, and JAVAN GREENWAY, Kingswinford, Royalty Masters. Dudley. Pet Feb 3. Ord Feb 3

HISCOX, ALEXANDER, Knighton, Leicester, Commission Agent. Leicester. Pet Feb 3. Ord Feb 3

HOWELL, WILLIAM, Nantymoel, nr Bridgend, Builder. Cardiff. Pet Jan 31. Ord Jan 31

HUNT, ELIZABETH, and JAMES DANIEL HUNT, Wakefield, Tea Dealers. Wakefield. Pet Feb 3. Ord Feb 3

JOHNSON, BENJAMIN, East Dereham, Norfolk, Farmer. Norwich. Pet Jan 18. Ord Feb 2

JORDAN, ERNEST, Newport, Mon, out of business. Newport, Mon. Pet Feb 4. Ord Feb 4

KIRKHAM, FREDERIC, Birkenhead, Poultry Dealer. Birkenhead. Pet Feb 2. Ord Feb 2

KIRKHAM, MARY ANN, Caistor, Lincs, Farmer. Gt Grimsby. Pet Feb 4. Ord Feb 4

KIRSCH, PETER, Langham st, Tailor. High Court. Pet Jan 18. Ord Feb 3

KNIGHT, GEORGE, Clifton on Dunsmore, nr Rugby, Miller. Coventry. Pet Feb 2. Ord Feb 2

LAYCOCK, FREDERICK, Leeds, Cloth Fuller. Leeds. Pet Feb 2. Ord Feb 2

LOVEJOY, C. WARWICK, Southampton row, Holborn. High Court. Pet Dec 1. Ord Feb 3

MAPLESON, JAMES HENRY, Italian Opera House, Covent gdn, Operatic Manager. High Court. Pet Dec 12. Ord Jan 27

MASON, GEORGE ENDERBY, Kingston upon Hull, Music Seller. Kingston upon Hull. Pet Jan 21. Ord Feb 3

MCLEAN, JOHN, Rogerstone, nr Newport, Contractor. Newport, Mon. Pet Jan 20. Ord Feb 3

MCMASTER, JAMES, and WILLIAM JOHN MCMASTERS, Toronto, Warehousemen. High Court. Pet Jan 31. Ord Feb 2

MCCRICH, ANDREW, Great Grimsby, Fishing Vessel Owner. Great Grimsby. Pet Feb 1. Ord Feb 1

MIDGLEY, GEORGE HERMAN, Dewsbury, Yorks, Innkeeper. Dewsbury. Pet Feb 2. Ord Feb 2

MOUNTAIN, FREDERICK, Kingston upon Hull, Tobacconist. Kingston upon Hull. Pet Feb 3. Ord Feb 3

MUNSEY, ROBERT WEST, Aytoun rd, Stockwell, Commercial Traveller. High Court. Pet Feb 3. Ord Feb 3

NEWBERRY, JAMES, Wareham, Machinist. Poole. Pet Feb 4. Ord Feb 4

OXENHAM, JAMES, Teignmouth, Dealer in Fancy Goods. Exeter. Pet Feb 3.

PALMER, EDWARD, Harding st, Commercial rd, Grocer. High Court. Pet Feb 3. Ord Feb 3

PHINNINGTON, THOMAS, and ARTHUR PERKS, Great Malvern, out of business. Worcester. Pet Feb 2. Ord Feb 2

PICKOVER, JOHNSON, and DAVID CARRUTHERS, Burnley, Drysalters. Burnley. Pet Jan 30. Ord Feb 2

RUSSELL, E., The Broadway, Hammersmith, Cheesemonger. High Court. Pet Sep 22. Ord Feb 2

RUSSELL, THOMAS, The Broadway, Hammersmith, Butcher. High Court. Pet Feb 3. Ord Feb 3

SCOTT, ARTHUR JOHN, Stockport, General Millwright. Stockport. Pet Feb 1. Ord Feb 1

SHARP, HENRY, New Basford, Nottingham, Baker. Nottingham. Pet Feb 2. Ord Feb 2

SHEPLEY, WILLIAM, Morley, Yorks, Iron Founder. Dewsby. Pet Feb 3. Ord Feb 3

SOUTHEY, SAMUEL, Manchester, Jeweller. Manchester. Pet Feb 4. Ord Feb 4

STEWART, DONALD, Harrington gardens, Officer in Gordon Highlanders. High Court. Pet Dec 13. Ord Jan 26

STOTESBURY, RICHARD, Station rd, Horsham, out of business. Brighton. Pet Feb 2. Ord Feb 2

TUBBS, WILLIAM FREDERICK, Portswood, Southampton, Shipping Clerk. Southampton. Pet Feb 3. Ord Feb 3

TULL, ANTONIO, Duke st, St James's, Army Agent. High Court. Pet Jan 19. Ord Feb 2

TWEEN, WILLIAM, Old st, St Luke's, Basket Manufacturer. High Court. Pet Feb 3. Ord Feb 3

VAUGHAN, HENRY, Bristol, Hardware Merchant. Bristol. Pet Feb 2. Ord Feb 2

WALLACE, FREDERIC, Manningham, Yorks, Stoff Merchant. Bradford. Pet Feb 2. Ord Feb 2

WATSON & CO, Fore st, Drapers. High Court. Pet Jan 5. Ord Feb 2

WHITE, SAMUEL THOMAS, Bristol, Produce Broker. Bristol. Pet Feb 2. Ord Feb 2

WINKLES, THOMAS, Leicester, Builder. Leicester. Pet Feb 2. Ord Feb 2

WOODALL, GEORGE WILLIAM, Stillingfleet, Yorks, Joiner. York. Pet Feb 4. Ord Feb 4

The following amended notices are substituted for those published in the London Gazette of Jan 13.

COWELL, ISAAC, Rock Ferry, Baker. Birkenhead. Pet Jan 10. Ord Jan 10

SWAN, WILLIAM FRANCIS and JOHN CHARLES CLAY, St Anne's rd, Tottenham, Builders. Edmonton. Pet Dec 13. Ord Jan 10

FIRST MEETINGS.

ABBATT, ROBERT, and TOM ABBATT, Leeds, Metal Dealers. Feb 15 at 11. Off Rec. 22, Park row, Leeds

ALMOND, WILLIAM THOMAS, Stockport, Tailor. Feb 15 at 11.15. Off Rec. County chbrs, Market pl, Stockport

ATKINSON-GRIMSHAW, R. N., St James's pl, St James's, Gent. Feb 14 at 12. 38, Carey st, Lincoln's inn

BOYD, JAMES STUART, Castle Cary, Somerset, Gent. Feb 14 at 3. George Hotel, Castle Cary

CANTERBURY, The Right Hon HENRY CHARLES MANNERS SUTTON, Viscount, Bournemouth, a Peer of the Realm. Feb 21 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

CASELBERG, ANNE, Blaina, Mon, Outfitter. Feb 16 at 12. Off Rec. 12, Tredegar pl, Newport, Mon

CONDY, GEORGE, Knox rd, Clapham Junction. Feb 14 at 3. 100, Victoria st, Westminster

COX, A C W, address unknown. Feb 14 at 2.30. 33, Carey st, Lincoln's inn

CUETIS, GEORGE, Felixstowe, Suffolk, Hotel Manager. Feb 14 at 12. Off Rec. 2, Westgate st, Ipswich

DAY, WILLIAM THOMAS MORGAN, Stoke Ash, Suffolk, Farmer. Feb 14 at 12.30. Off Rec. 2, Westgate st, Ipswich

DOE, VICTOR, Park side, Knightsbridge, Laundry Proprietor. Feb 15 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ELMENSHOFT, BERNARD AUGUSTUS, Lime st, Commission Agent. Feb 21 at 11. 33, Carey st, Lincoln's inn

EVERILL, ALFRED, address unknown, Fine Art Dealer. Feb 16 at 12. 33, Carey st, Lincoln's inn

FREEDMAN, SOLOMON, Bell lane, Spitalfields, Glass Cutter. Feb 16 at 11. 33, Carey st, Lincoln's inn

GARRETT, WILLIAM, Tredington, Worcestershire, Farmer. Feb 16 at 1. Unicorn Hotel, Moreton in Marsh

GRANT, WILLIAM, Gt Grimsby, House Furnisher. Feb 14 at 2. Off Rec. Whitehall chbrs, 25, Colmore row, Birmingham

GREENHILL, EDWARD GEORGE, Kinson, Dorsetshire, Gent. Feb 15 at 12. Temperance Hall, Poole

HART, JAMES WILLIAM, Nassau st, Soho, Shirt Maker. Feb 15 at 2.30. 33, Carey st, Lincoln's inn

HART, JOSEPH SAMUEL, Waghorn st, Peckham, Fruit Salesman. Feb 14 at 2.30. 33, Carey st, Lincoln's inn

HOSKINGS, ENEAS, Cardiff, Draper. Feb 17 at 11. Off Rec. Ogden's chbrs, 97, Bridge st, Manchester

IVINS, THOMAS, Long Compton, Warwickshire, Baker. Feb 16 at 1.30. Unicorn Hotel, Moreton in Marsh

JAMES, JAMES HENRY, and JOHN NOE, Kentish Town rd, Tailors. Feb 15 at 12. 33, Carey st, Lincoln's inn

JONES, ABEL, Abergel, Denbighshire, Butcher. Feb 16 at 3.30. Star Cocoa House, Rhyl

KEMPSLEY, ALFRED EDWARD, Coleman st, Insurance Agent. Feb 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

KING, ELL, Honiton, Devon, Baker. Feb 15 at 12. Off Rec. 12, Bedford circus, Exeter

KIRK, EDWARD WESTWICK, and THOMAS LAWRENCE KIRK, Nottingham, Clerks. Feb 15 at 12. Off Rec. 1, High pavement, Nottingham

MALTEAU, BARON, Woodcote Farm, Shere, Surrey. Feb 15 at 11. 33, Carey st, Lincoln's Inn.  
 MCLEAN, JOHN, Rogerstone, nr Newport, Mon, Contractor. Feb 17 at 12. Off Rec, 12, Tredegar pl, Newport.  
 NICHOLSON, JOHN BROWN, Exeter, out of business. Feb 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 OXENHAM, JAMES, Teignmouth, Fancy Goods Dealer. Feb 20 at 3. London Hotel, Teignmouth.  
 PENNINGTON, THOMAS, and ARTHUR PERKS, Newtown, out of business. Feb 17 at 11. 15. Off Rec, Worcester.  
 PERKINS, CHARLES, Bushdon, Northamptonshire, Shoe Manufacturer. Feb 16 at 2. County Court bridge, Northampton.  
 PHILLIPS, WILLIAM JENKIN, Llanelli, Carmarthenshire, Grocer. Feb 16 at 11. Off Rec, 11, Quay st, Carmarthen.  
 REES, THOMAS, Neath, Glamorganshire, Labourer. Feb 15 at 12. Castle Hotel, Neath.  
 ROBSON, ROBERT, Whitehaven, Furniture Broker. Feb 16 at 12. Off Rec, 67, Duke st, Whitehaven.  
 ROLPH, GEORGE, Cheltenham, Wine Merchant. Feb 14 at 3. County court, Cheltenham.  
 ROSE, JOHN, Huddersfield, Coach builder. Feb 14 at 3. Haigh & Sons, solors, New st, Huddersfield.  
 RUTSTEIN, SAMUEL, Cadoxon Juxta Barry, Glamorganshire, Pawnbroker. Feb 21 at 2.30. Off Rec, 29, Queen st, Cardiff.  
 SADLER, THOMAS, Dorking, Bootmaker. Feb 16 at 3. 109, Victoria st, West-minster.  
 SCOTT, ARTHUR JOHN, Stockport, General Millwright. Feb 15 at 12. Off Rec, County chmrs, Market pl, Stockport.  
 SHIELDS, JOHN JAMES, Sunderland, Sculptor. Feb 14 at 2.30. Off Rec, 21, Fawcett st, Sunderland.  
 SIMS, HENRY, Trowbridge, Wilts, Music Seller. Feb 15 at 2.30. Off Rec, Carey st, London.  
 SMALLWOOD, PHILIP, Bloxwich, Stafford, Draper. Feb 15 at 11.30. Off Rec, Walsall.  
 SQUIRES, CYRUS, Walsall, Musical Instrument Dealer. Feb 15 at 12.30. Off Rec, Walsall.  
 SWAN, WILLIAM FRANCIS, and JOHN CHARLES CLAY, St Ann's rd, Tottenham, Builders. Feb 15 at 11. 16 Room, 30 and 31, St Swithin's lane.  
 SWAN, WILLIAM FRANCIS (Sep Estate), Beaconsfield rd, Osman rd, Lower Edmonton, Builder. Feb 15 at 11. 16 Room, 30 and 31, St Swithin's lane.  
 THOMAS, DANIEL, Tredegar, Mon, Builder. Feb 15 at 12. Off Rec, Merthyr Tydfil.  
 THOMAS, DAVID, Tregaron, Cardigan, Grocer. Feb 16 at 12.15. Off Rec, 11, Quay st, Carmarthen.  
 THOMAS, DAVID, Swansea, Fruiterer. Feb 14 at 12. Off Rec, 6, Rutland st, Swansea.  
 THOMAS, PHOEBE, Tredegar, Mon, Grocer. Feb 14 at 12. Off Rec, Merthyr Tydfil.  
 THOMPSON, JOSEPH DAWSON, Oakthorpe, Derby, Farmer. Feb 15 at 3. White Hart Hotel, Burton on Trent.  
 TUBBS, WILLIAM FREDERICK, Portswood, Southampton, Clerk. Feb 17 at 11.30. Off Rec, 4, East st, Southampton.  
 WALLER, ALFRED, Battersea pk rd, Provision Dealer. Feb 14 at 12. 109, Victoria st, Westminster.  
 WATSON, LEWIS, and JOSEPH BIRKETT, Cleckheaton, Yorks, Curriers. Feb 15 at 11. Off Rec, 51, Manor Row, Bradford.  
 WOODALL, GEORGE WILLIAM, Stillingfleet, Yorks, Joiner. Feb 16 at 2. Off Rec, York.  
 ADJUDICATIONS.

ABBATT, ROBERT, and TOM ABBATT, Leeds, Metal Brokers. Leeds. Pet Jan 11. Ord Jan 31.  
 ALBEEY, JOHN BARBOWCLIFF, Pembury, Kent, Accountant. Tunbridge Wells. Pet Jan 14. Ord Feb 3.  
 BARNETT, ISAAC, Pembroke Dock, Dairy Farmer. Pembroke Dock. Pet Feb 1. Ord Feb 4.  
 BASHI, EZEKIEL ABRAHAM, Manchester, Merchant. Manchester. Pet Jan 6. Ord Feb 2.  
 BERTRAM, CHARLES, St Jacob's, Cornwall, Gent. East Stonhouse. Pet Jan 18. Ord Feb 3.  
 BLOOM, JOHN LOFTY, Hockering, Norfolk, Farmer. Norwich. Pet Jan 28. Ord Feb 4.  
 CHAPMAN, CHARLES HENRY, Leicester, Grocer. Leicester. Pet Dec 31. Ord Feb 4.  
 COUSINS, HENRY, Colchester, Commercial Traveller. Colchester. Pet Jan 23. Ord Feb 2.  
 CURTIS, GEORGE, Felixstowe, Suffolk, Hotel Manager. Ipswich. Pet Feb 2. Ord Feb 2.  
 DAVIES, JOHN LEWIS, Dowlais, Grocer. Merthyr Tydfil. Pet Jan 31. Ord Jan 31.  
 EDRIDGE, WILLIAM, Enfield Highway, Butcher. Edmonton. Pet Dec 19. Ord Feb 2.  
 FENDICK, HARRY, Chiswell st, Draper. High Court. Pet Jan 31. Ord Feb 3.  
 FOORD, CLARA, and ELLEN PICKERSGILL, Hastings, Jewellers. Hastings. Pet Jan 19. Ord Feb 4.  
 GARRETT, WILLIAM, Blackwell, Worcester, Farmer. Banbury. Pet Jan 17. Ord Feb 4.  
 GOOD, HARRY DANIEL, Dymchurch, Kent, Expenditor. Hastings. Pet Jan 23. Ord Feb 4.  
 GRAHAM, ANNIE, Bradford, Grocer. Bradford. Pet Jan 17. Ord Feb 2.  
 HISCOX, ALEXANDER, Knighton, Leicester, Commission Agent. Leicester. Pet Feb 3. Ord Feb 3.  
 HOARE, ARTHUR, Sevenoaks, out of business. Tunbridge Wells. Pet Dec 10. Ord Feb 3.  
 HOWELL, WILLIAM, Nantymoel, Glamorgan, Builder. Cardiff. Pet Jan 31. Ord Jan 31.  
 JENNINGS, THOMAS, Jermyn st, Liverpool, Grocer. Liverpool. Pet Jan 25. Ord Feb 3.  
 JORDAN, ERNEST, Newport, Mon, out of business. Newport, Mon. Pet Feb 1. Ord Feb 4.  
 KENT, RICHARD, Preston, Sussex, Baker. Brighton. Pet Jan 21. Ord Feb 3.  
 KING, JOSEPH, Rudgwick, Sussex, Builder. Brighton. Pet Jan 23. Ord Feb 3.  
 KIRKHAM, MARY ANN, Caistor, Lincs, Farmer. Great Grimsby. Pet Feb 4. Ord Feb 4.  
 KNIGHT, GEORGE, Clifton on Dunsmore, nr Rugby, Mill. Coventry. Pet Feb 2. Ord Feb 2.  
 LAYCOCK, FREDERICK, Leeds, Cloth Fuller. Leeds. Pet Feb 2. Ord Feb 2.  
 LYNN, ALFRED, Walsall, Builder. Walsall. Pet Dec 6. Ord Feb 2.  
 MASON, JOHN, Bilstion, Grocer. Wolverhampton. Pet Jan 6. Ord Feb 3.  
 NOBLE, GEORGE, Trafford, Cheshire, Innkeeper. Chester. Pet Jan 13. Ord Feb 3.  
 PENNINGTON, THOMAS, and ARTHUR PERKS, Great Malvern, out of business. Worcester. Pet Feb 2. Ord Feb 2.

PERCIVAL, FREDERICK HENRY, Albemarle st, House Agent. High Court. Pet Jan 11. Ord Feb 3.  
 PHILLIPS, WILLIAM JENKIN, Llanelli, Grocer. Carmarthen. Pet Jan 31. Ord Feb 2.  
 PIKE, CLEMENT, Wandsworth rd, Hoxton. High Court. Pet Jan 23. Ord Feb 4.  
 RANDALLS, WILLIAM TOM, Coventry, Licensed Victualler. Coventry. Pet Jan 26. Ord Feb 2.  
 REES, THOMAS, Neath, Labourer. Neath. Pet Feb 1. Ord Feb 4.  
 ROBINS, CHARLES THOMAS, Shaftesbury, Dorset. Solicitor. Salisbury. Pet Jan 17. Ord Feb 2.  
 ROBSON, ROBERT, Whitehaven, Furniture Broker. Whitehaven. Pet Feb 2. Ord Feb 3.  
 ROSE, JOHN, Huddersfield, Coachbuilder. Huddersfield. Pet Jan 31. Ord Jan 31.  
 ROSS, ARCHIBALD ROBERT, St Paul's Churchyard, Furrier. High Court. Pet Dec 28. Ord Feb 3.  
 RUSSELL, THOMAS, The Broadway, Hammersmith, Butcher. High Court. Pet Feb 3. Ord Feb 3.  
 SAWYER, JOHN, Twyford, Berks, Butcher. Reading. Pet Dec 15. Ord Feb 1.  
 CH OFFIELD, WILLIAM, Wardle, nr Rochdale, Woollen Manufacturer. Oldham. Pet Jan 18. Ord Feb 4.  
 SCOTT, ARTHUR JOHN, Stockport, General Millwright. Stockport. Pet Feb 1. Ord Feb 1.  
 SHARP, HENRY, New Basford, Nottingham, Baker. Nottingham. Pet Feb 2. Ord Feb 3.  
 SMITH, TOM, Coventry, Machinist. Coventry. Pet Jan 26. Ord Feb 2.  
 SOARS, WILLIAM, Leicester, Builder. Leicester. Pet Jan 16. Ord Feb 4.  
 STOTESBURY, RICHARD, Horsham, out of business. Brighton. Pet Feb 2. Ord Feb 3.  
 THOMAS, DAVID, Swansea, Fruiterer. Swansea. Pet Jan 31. Ord Feb 2.  
 TUBBS, WILLIAM FREDERICK, Portswood, Southampton, Shipping Clerk. Southampton. Pet Feb 3. Ord Feb 3.

The following amended notice is substituted for that published in the London Gazette of Jan 30.

SWAN, WILLIAM FRANCIS, and JOHN CHARLES CLAY, St Ann's rd, Tottenham, Builders. Edmonton. Pet Dec 13. Ord Jan 14.

#### ADJUDICATIONS ANNULLED.

MCILROY, ISAAC, Bristol, Clerk. Adjud Nov 14. Annuil Feb 3.  
 WELLS, CHARLES, Wavertree, nr Liverpool, Gent. Liverpool. Adjud May 2. Annuil Feb 3.

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

COOKE.—Jan. 31, at Asborne, the wife of Joseph Henry Cooke, solicitor, of a daughter.  
 COOMBS.—Jan. 3, the wife of R. S. Gurney Coombs, of John-street, Bedford-row, solicitor, of a son.  
 ELLIS.—Feb. 2, at Cheltenham-gardens, Kensington, the wife of Charles Edward Ellis, barrister-at-law, of a daughter.  
 HUGHES.—Jan. 31, at Oxtonge, Cheshire, the wife of T. R. Hughes, barrister-at-law, of a daughter.  
 LAWSON.—Jan. 31, at Baywater, the wife of W. Hastings Lawson, barrister-at-law, of a son.  
 TUCKER.—Feb. 4, at Barnstaple, the wife of W. E. Pitts-Tucker, solicitor, of a son.

##### MARRIAGES.

DUNCAN—CASS.—Feb. 7, at Twickenham, George James Duncan, barrister-at-law, to Jane Frances, daughter of John Cass, of Twickenham.  
 LITHIBY—SMITH.—Feb. 2, at Spring-grove, John Lithiby, barrister-at-law, to Ethel Stewart Smith, step-daughter of Worthington Evans, of Osterley-park.  
 PALMER—BUCKHAM.—Feb. 1, at Clapham-rise, William Robert Palmer, barrister-at-law, to Blanche, daughter of the late Thomas Buckingham, of Spencer-road, Wandsworth.

##### DEATH.

LAWRENCE.—Feb. 5, at Addison-gardens, Ealingham John Lawrence, barrister-at-law, aged 71.

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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 Bar Exam., Hilary, 1888.—4 sent up, 4 passed.

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